



Jeffrey A. Meyers
Commissioner

Maureen Ryan Associate
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
OFFICE OF MINORITY HEALTH & REFUGEE AFFAIRS

97 PLEASANT STREET CONCORD, NH 03301-3857
603-271-3986 1-800-852-3345 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 18, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs, to exercise **sole source** contract amendments with the two vendors listed below by increasing the Price Limitation by \$125,736 from \$300,000 to an amount not to exceed \$425,736 to provide educational support and school-related social services to New Hampshire refugee students, and extend the Completion Date **retroactive** to August 14, 2016 to September 30, 2017, effective the date of Governor and Council approval. These agreements were originally approved by Governor and Council on October 29, 2014, Item #9. Funds are 100% Federal Funds.

Summary of contract amounts by vendors

Vendor	Service Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
Ascentria Community Services, Inc.	261 Sheep-Davis Rd, Concord, NH	150,000	62,868	212,868
International Institute of New England, Inc., fka International Institute of Boston, Inc.	1850 Elm Street, Manchester, NH	150,000	62,868	212,868
	Total	\$300,000	\$125,736	\$425,736

Funds are available in the following account(s) for SFY 2017, and are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation between budget lines and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See attachment for financial details.

EXPLANATION

This request is both **sole source** and **retroactive**. The contracts were originally awarded through a competitive bid process, and are funded from a grant that ends August 14, 2016. However, on June 27, 2016, New Hampshire was granted continuation of the federal formula funds (based on the number of school-aged refugee arrivals) from the Office of Refugee Resettlement to continue to serve this population from August 15, 2016 through August 14, 2017. The notification of this continuation award did not allow time to develop a new Request for Proposals or sole source amendments for a funding start date of August 15, 2016. We do not foresee any other potential contractors/vendors who could arise out of an RFP process who would have the requisite experience, cultural/linguistic expertise, and access to the target population. The two named Contractors are uniquely qualified to meet the critical needs of this population because they have experience, cultural/linguistic expertise (bicultural/bilingual staff) as well as access to protected biographic, medical and family information. Therefore, **sole source** and **retroactive** approval is requested to provide continuous services at the beginning of the school year to ensure student success. Should additional funding become available in the future, these services will be competitively procured.

This requested action seeks approval of two agreements to continue the provision of educational support and school-related social services to New Hampshire refugee students. The federal grant for Refugee School Impact services addresses the school-related needs of school-aged refugee students and families who are within three years of arrival to the U.S. The grant provides school enrollment, orientation to American schools for parents, ongoing family liaison services, culturally and linguistically appropriate academic and social support for students and refugee-specific, cultural orientation for school districts.

Funds in this amendment will be used to improve academic and social adjustment outcomes for refugee students resettled between 2017 and 2018 in the cities of Concord and Manchester. Only those cities impacted by refugee resettlement were considered for funding. This agreement will provide comprehensive family strengthening services with emphasis on academic support and leadership development for students and parent orientation to their school and community.

To implement these objectives, the contractors will interface with frontline teachers and after-school program staff to develop programming to increase student achievement; create and facilitate culturally responsive venues for ongoing orientation to American schools, community systems and resources; and respond to the behavioral health needs of students and parents with direct interventions or referrals.

Project staff will coordinate resources, evaluate goals and adapt the scope of work to reflect changes in student profiles, school priorities, or community priorities. The Contractors will collect data relative to graduation rates, leadership development and the academic progress of the target refugee student population

Should Governor and Executive Council not authorize this Request, refugee students and their families may not have the proper orientation to American schools to achieve academic success.

The Contractors were selected for this project through a competitive bid process. The Bid Summary is attached.

The Contractor successfully fulfilled and achieved the performance measures (or deliverables) in the original contract. Past year outcomes include increased parent involvement, student leadership development and over 90% graduation and college enrollment rate of target population.

Amending these agreements for an additional year will allow bilingual/bicultural caseworkers to continue to facilitate enrollments and cultural orientations to American schools, which rely heavily on the Refugee School Impact project to ensure the success of new refugee students.

The Contractor will ensure that the following performance measures are annually achieved and monitored monthly to measure the effectiveness of the amendment agreements:

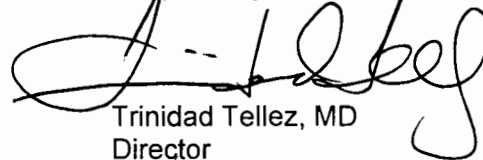
- Graduation rates for participants
- Participation rate in student leadership activities
- College enrollment rates
- Grade advancement rates
- Demonstrated understanding of American school culture and community resources by parent participants

Area served: cities of Concord and Manchester, New Hampshire.

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Administration for Children & Families.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Trinidad Tellez, MD
Director

Approved by:



Jeffrey A. Meyers
Commissioner

**NH DHHS REFUGEE SCHOOL IMPACT PROJECT CONTRACTS
SFY 2017 and SFY 2018 FINANCIAL DETAIL**

**05-95-42-4220010-7922 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES
100% Federal Funds**

**CFDA # 93.566
FAIN 90ZE0185-02-00**

Ascentria Community Services, Inc.

VE # 222201-B001 PO # 141126

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2015	102/500731	Contracts for Program Services	42200011	126,316.00	-	126,316.00
2016	102/500731	Contracts for Program Services	42200011	23,684.00	-	23,684.00
2017	102/500731	Contracts for Program Services	42200011	-	47,151.00	47,151.00
2018	102/500731	Contracts for Program Services	42200011	-	15,717.00	15,717.00
Sub Total				150,000.00	62,868.00	212,868.00

International Institute of New England, Inc., fka International Institute of Boston, Inc.

VE # 177551-B001 PO # 1041125

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2015	102/500731	Contracts for Program Services	42200011	126,316.00	-	126,316.00
2016	102/500731	Contracts for Program Services	42200011	23,684.00	-	23,684.00
2017	102/500731	Contracts for Program Services	42200011	-	48,654.00	48,654.00
2018	102/500731	Contracts for Program Services	42200011	-	14,214.00	14,214.00
Sub Total				150,000.00	62,868.00	212,868.00
TOTAL				300,000.00	125,736.00	425,736.00

**New Hampshire Department of Health and Human Services
Refugee School Impact**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Refugee School Impact**

This 1st Amendment to the Refugee School Impact contract (hereinafter referred to as "Amendment One") dated this 12 day of July, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and International Institute of New England, Inc., formally known as International Institute of Boston, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at One Milk Street, Boston, MA 02109.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 29, 2014, Item #9, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read September 30, 2017.
2. Amend Form P-37, Block 1.8, to read \$212,868
3. Amend Form P-37, Block 1.9, to read Eric Borrin, Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9558.
5. Amend Budget to:
 - Add Appendix C Amendment #1 Budget SFY 2017
 - Add Appendix C Amendment #1 Budget SFY 2018

**New Hampshire Department of Health and Human Services
Refugee School Impact**



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/13/16
Date

Name: Trinidad Teller, MD
Title: Director, Office of Minority Health & Refugee Affairs

International Institute of New England, Inc., formally known as
International Institute of Boston, Inc.

7/13/16
Date

Name: Jeffrey Thielman
Title: President and CEO

Acknowledgement of Contractor's signature:

State of MA, County of Suffolk on 7/13/16, before the undersigned officer,
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Rita M. McDonough
Name and Title of Notary or Justice of the Peace



My Commission Expires: 12/28/18

New Hampshire Department of Health and Human Services
Refugee School Impact



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/4/14
Date

Name: Megan A. V. [unclear]
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Appendix C Amendment #1 Budget

New Hampshire Department of Health and Human Services

International Institute of New England, Inc., fka

Bidder/Contractor Name: International Institute of Boston, Inc.

Budget Request for: Refugee School Impact Program

(Name of RFP)

Budget Period: SFY 2017 (8/15/16 through 6/30/17)

Line Item	Direct Indirect	Indirect Fixed	Total	Allocation Method Indirect / Total
1. Total Salary/Wages	\$ 34,830.00	\$ -	\$ 34,830.00	
2. Employee Benefits	\$ 8,011.00	\$ -	\$ 8,011.00	
3. Consultants		\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Indirect):	\$ -	\$ 5,813.00	\$ 5,813.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 42,841.00	\$ 5,813.00	\$ 48,654.00	

Indirect As A Percent of Direct

13.6%

Appendix C Amendment #1 Budget - SFY 2017

Contractor Initials: JS

Date: 7/13/16

Appendix C Amendment #1 Budget

New Hampshire Department of Health and Human Services

International Institute of New England, Inc., fka

Bidder/Contractor Name: International Institute of Boston, Inc.

Budget Request for: Refugee School Impact Program

(Name of RFP)

Budget Period: SFY 2018 (7/1/17 through 9/30/17)

Line Item	Direct	Indirect	Total	Allocation Based On
1. Total Salary/Wages	\$ 10,176.00	\$ -	\$ 10,176.00	
2. Employee Benefits	\$ 2,340.00	\$ -	\$ 2,340.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Indirect):	\$ -	\$ 1,698.00	\$ 1,698.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 12,516.00	\$ 1,698.00	\$ 14,214.00	

Indirect As A Percent of Direct

13.6%

Appendix C Amendment #1 Budget - SFY 2018

Contractor Initials: JI

Date: 7/3/16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that International Institute of New England, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on February 12, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May, A.D. 2016

A handwritten signature in black ink, which appears to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

At a meeting duly called and held in accordance with the by-laws of the International Institute of New England, Inc., formerly the International Institute of Boston, Inc., on the 1st day of December, 2015, at which it was VOTED:

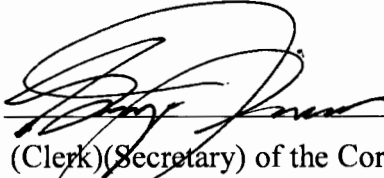
That the President/CEO is authorized and directed for and on behalf of this Corporation to enter into the said contract with the New Hampshire Department of Health and Human Services and to take any and all such actions to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments as she may deem necessary, desirable or appropriate to accomplish the same;

That the signature of the President/CEO of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby.

That Jeffrey Thielman is the President/CEO of this Corporation.

I do hereby certify that the above is a true and correct copy of the record that said vote has not been amended or repealed and is in full force and effect as of this date and that Jeffrey Thielman is the duly elected Chief Executive Officer of this corporation.
(Name of Officer)
(Position of Officer)

(Affix Corporate Seal Here)

 7/14/2016
(Clerk)(Secretary) of the Corporation
Shayne Kinsella



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com FAX (A/C, No): 1-888-467-2378
INSURED International Institute of New England, Inc. 25 Beach Street Attn: Rita McDonough Dorchester, MA 02122	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W1556525 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
			PHPK1487336	05/05/2016	05/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 07/13/2016 WITH ID: W1556379.

As respects General Liability and Property: Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



INTEINS-05

PCONDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862
HUB International New England
600 Longwater Drive
Norwell, MA 02061-9146

CONTACT

NAME:

PHONE (A/C, No, Ext): (781) 792-3200

FAX

(A/C, No): (781) 792-3400

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America 25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

International Institute Of New England, Inc.
c/o Work, Inc.
25 Beach Street
Dorchester, MA 02122

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	6JUB9975L65415	10/01/2015	10/01/2016	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured: International Institute Of Boston, Inc. D/B/A International Institute of New England

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
129 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**INTERNATIONAL INSTITUTE
OF NEW ENGLAND**

BOSTON LOWELL NEW HAMPSHIRE

BOSTON

One Milk Street
Boston, MA 02109
Tel 617 695 9990

LOWELL

155 Merrimack Street
Lowell, MA 01852
Tel 978 459 9031

NEW HAMPSHIRE

1850 Elm Street
Manchester, NH 03104
Tel 603 647 1500

Mission Statement

The mission of The International Institute (hereafter, the "Institute"), which is comprised of the Institutes of Boston, Lowell, and New Hampshire, is to help immigrants and refugees successfully integrate into New England. Fundamental to all of the Institute's programs is the promotion of self-sufficiency—giving clients the tools to help themselves become active participants in the social, political and economic richness of American life.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND
AND AFFILIATE**

**COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2015 AND 2014**

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE**

Contents
September 30, 2015 and 2014

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Combined Statements of Cash Flows	4
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21 East Main Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Independent Auditor's Report

To the Board of Directors of
International Institute of Boston, Inc.
d/b/a International Institute of New England and Affiliate:

Report on the Combined Financial Statements

We have audited the accompanying combined financial statements of International Institute of Boston, Inc. d/b/a International Institute of New England (a Massachusetts nonprofit corporation) and Affiliate, which comprise the combined statements of financial position as of September 30, 2015 and 2014, and the related combined statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of International Institute of Boston, Inc. d/b/a International Institute of New England and Affiliate as of September 30, 2015 and 2014, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Alexander, Brown, Penning & Co., P.C.

Boston, Massachusetts
February 22, 2016

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Combined Statements of Financial Position
September 30, 2015 and 2014

Assets	2015	2014
Current Assets:		
Cash - operating	\$ 321,480	\$ 747,530
Cash - escrow	500,000	-
Current portion of investments	1,260,000	-
Grants, contracts and other receivables	456,169	399,816
Prepaid expenses and other	33,286	25,552
Total current assets	2,570,935	1,172,898
Investments, net of current portion	8,782,486	-
Property and Equipment, net	55,008	6,048,536
Financing Costs, net	-	188,885
Total assets	<u>\$ 11,408,429</u>	<u>\$ 7,410,319</u>
Liabilities and Net Assets		
Current Liabilities:		
Current portion of long-term debt	\$ -	\$ 125,626
Accounts payable	46,850	258,837
Accrued expenses	218,913	238,733
Accrued income taxes	1,262,683	-
Deferred revenue	9,439	20,321
Total current liabilities	1,537,885	643,517
Long-Term Debt, net of current portion	-	6,405,692
Total liabilities	<u>1,537,885</u>	<u>7,049,209</u>
Net Assets:		
Unrestricted:		
Operating	9,689,240	425,708
Property and equipment	55,008	(293,897)
Total unrestricted	9,744,248	131,811
Temporarily restricted	126,296	229,299
Total net assets	<u>9,870,544</u>	<u>361,110</u>
Total liabilities and net assets	<u>\$ 11,408,429</u>	<u>\$ 7,410,319</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Combined Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2015 and 2014

	2015			
	Unrestricted	Temporarily Restricted	Total	Unrestricted
Revenues:				
Contract service revenue	\$ 4,071,098	\$ -	\$ 4,071,098	\$ 4,015,215
Donated goods and services	577,429	-	577,429	541,622
Rental income	433,536	-	433,536	744,072
Grants and contributions	44,793	365,776	410,569	56,075
Special events	193,891	-	193,891	79,133
United Way allocation	116,820	-	116,820	107,305
Miscellaneous revenue	1,698	-	1,698	5,865
Net assets released from program restrictions	468,779	(468,779)	-	419,053
Total revenues	<u>5,908,044</u>	<u>(103,003)</u>	<u>5,805,041</u>	<u>5,968,340</u>
Expenses:				
Program services	4,411,729	-	4,411,729	4,392,806
General and administrative	891,753	-	891,753	392,245
Fundraising	216,240	-	216,240	192,068
Facilities	707,067	-	707,067	1,068,485
Total expenses	<u>6,226,789</u>	<u>-</u>	<u>6,226,789</u>	<u>6,045,604</u>
Changes in net assets from operations	<u>(318,745)</u>	<u>(103,003)</u>	<u>(421,748)</u>	<u>(77,264)</u>
Non-Operating Revenue (Expenses):				
Gain on sale of building, net of related income taxes of \$1,231,525	10,650,189	-	10,650,189	-
Amortization of financing fees	(184,549)	-	(184,549)	-
Net investment loss	(534,458)	-	(534,458)	-
Capital grant	-	-	-	162,876
Total non-operating revenue (expenses)	<u>9,931,182</u>	<u>-</u>	<u>9,931,182</u>	<u>162,876</u>
Changes in net assets	<u>9,612,437</u>	<u>(103,003)</u>	<u>9,509,434</u>	<u>85,612</u>
Net Assets:				
Beginning of year	<u>131,811</u>	<u>229,299</u>	<u>361,110</u>	<u>46,199</u>
End of year	<u>\$ 9,744,248</u>	<u>\$ 126,296</u>	<u>\$ 9,870,544</u>	<u>\$ 131,811</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Combined Statements of Cash Flows
For the Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 9,509,434	\$ 58,495
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Unrealized loss on investments	562,082	-
Gain on sale of assets	(11,881,714)	-
Depreciation and amortization	341,859	212,673
Capital grant	-	(162,876)
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(56,353)	89,454
Prepaid expenses and other	(7,734)	(9,756)
Accounts payable	(211,987)	106,967
Accrued expenses	(19,820)	(147,644)
Accrued income taxes	1,262,683	-
Deferred revenue	(10,882)	(7,630)
Net cash provided by (used in) operating activities	<u>(512,432)</u>	<u>139,683</u>
Cash Flows from Investing Activities:		
Investment purchases	(10,604,568)	-
Proceeds from sale of building	17,766,479	-
Deposit to cash - escrow	(500,000)	-
Acquisition of property and equipment	(44,211)	(5,374)
Net cash provided by (used in) investing activities	<u>6,617,700</u>	<u>(5,374)</u>
Cash Flows from Financing Activities:		
Principal payments on long-term debt	(6,531,318)	(120,907)
Net Change in Cash	(426,050)	13,402
Cash:		
Beginning of year	<u>747,530</u>	<u>734,128</u>
End of year	<u>\$ 321,480</u>	<u>\$ 747,530</u>
Supplemental Disclosure of Cash Flow Information:		
Cash paid for interest	<u>\$ 174,524</u>	<u>\$ 281,153</u>
Cash paid for unrelated business income taxes	<u>\$ 96,225</u>	<u>\$ 86,409</u>
Supplemental Disclosure of Non-Cash Investing Transaction:		
Donated property and equipment	<u>\$ -</u>	<u>\$ (162,876)</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2015
(With Summarized Comparative Totals for the Year Ended September 30, 2014)

	2015					2014
	Program Services	General and Adminis- trative	Fundraising	Facilities	Total	Total
Personnel and Related:						
Salaries	\$ 1,825,111	\$ 559,779	\$ 68,169	\$ 94,525	\$ 2,547,584	\$ 2,284,191
Donated services	533,695	-	-	-	533,695	507,483
Payroll taxes and fringe benefits	288,664	88,557	10,784	14,954	402,959	377,624
Purchased and contracted services	111,070	60,541	61,716	6,500	239,827	192,616
Recruitment	740	71,927	110	-	72,777	3,848
Total personnel and related	2,759,280	780,804	140,779	115,979	3,796,842	3,365,762
Occupancy:						
Rent and utilities	210,640	-	-	54,607	265,247	216,242
Mortgage interest	-	-	-	174,524	174,524	281,153
Depreciation	-	-	-	146,132	146,132	195,873
Real estate taxes	-	-	-	85,711	85,711	156,718
Repairs and maintenance	325	-	-	54,350	54,675	44,822
Equipment rental	12,663	-	-	740	13,403	8,065
Total occupancy	223,628	-	-	516,064	739,692	902,873
Other:						
Client assistance	1,209,710	-	-	-	1,209,710	1,341,206
Supplies and materials	69,086	8,237	358	283	77,964	78,829
Professional fees	548	51,780	1,115	10,020	63,463	60,592
Insurance	8,171	30,312	500	22,201	61,184	71,627
Special events	-	-	59,066	-	59,066	15,216
Travel, meetings and conferences	49,463	7,394	323	-	57,180	44,526
Donated goods	43,734	-	-	-	43,734	34,139
Income taxes	-	-	-	38,184	38,184	40,629
Telephone	33,805	169	-	-	33,974	39,048
Miscellaneous	2,846	5,027	10,065	-	17,938	10,162
Dues and subscriptions	9,403	645	3,025	-	13,073	13,162
Depreciation and amortization	988	5,854	-	4,336	11,178	16,800
Postage	1,067	1,531	1,009	-	3,607	4,162
Printing	-	-	-	-	-	6,871
Total other	1,428,821	110,949	75,461	75,024	1,690,255	1,776,969
Total expenses	\$ 4,411,729	\$ 891,753	\$ 216,240	\$ 707,067	\$ 6,226,789	\$ 6,045,604

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2014

	Program Services	General and Adminis- trative	Fundraising	Facilities	Total
Personnel and Related:					
Salaries	\$ 1,758,456	\$ 263,543	\$ 94,932	\$ 167,260	\$ 2,284,191
Donated services	507,483	-	-	-	507,483
Payroll taxes and fringe benefits	291,016	43,564	15,397	27,647	377,624
Purchased and contracted services	128,486	1,988	62,101	41	192,616
Recruitment	3,608	240	-	-	3,848
Total personnel and related	<u>2,689,049</u>	<u>309,335</u>	<u>172,430</u>	<u>194,948</u>	<u>3,365,762</u>
Occupancy:					
Rent and utilities	96,713	-	-	119,529	216,242
Mortgage interest	-	-	-	281,153	281,153
Depreciation	-	-	-	195,873	195,873
Real estate taxes	-	-	-	156,718	156,718
Repairs and maintenance	4,551	-	-	40,271	44,822
Equipment rental	7,177	-	-	888	8,065
Total occupancy	<u>108,441</u>	<u>-</u>	<u>-</u>	<u>794,432</u>	<u>902,873</u>
Other:					
Client assistance	1,341,206	-	-	-	1,341,206
Supplies and materials	75,666	2,606	557	-	78,829
Professional fees	28,640	31,792	160	-	60,592
Insurance	7,014	32,403	-	32,210	71,627
Special events	-	-	15,216	-	15,216
Travel, meetings and conferences	44,084	442	-	-	44,526
Donated goods	34,139	-	-	-	34,139
Income taxes	-	-	-	40,629	40,629
Telephone	39,048	-	-	-	39,048
Miscellaneous	3,189	3,708	3,265	-	10,162
Dues and subscriptions	12,182	480	-	500	13,162
Depreciation and amortization	-	11,034	-	5,766	16,800
Postage	3,277	445	440	-	4,162
Printing	6,871	-	-	-	6,871
Total other	<u>1,595,316</u>	<u>82,910</u>	<u>19,638</u>	<u>79,105</u>	<u>1,776,969</u>
Total expenses	<u>\$ 4,392,806</u>	<u>\$ 392,245</u>	<u>\$ 192,068</u>	<u>\$ 1,068,485</u>	<u>\$ 6,045,604</u>

The accompanying notes are an integral part of these combined statements.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2015 and 2014

1. OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES

OPERATIONS AND NONPROFIT STATUS

International Institute of Boston, Inc. d/b/a International Institute of New England (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2015 and 2014, there were approximately 1,900 and 2,050 unduplicated people, respectively, from approximately 65 and 75 countries, respectively, that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

Community Lending Corporation (CLC) was a community-based nonprofit corporation established to provide financing, technical assistance and business support services to underserved populations. The Institute was the sole member of CLC. The Institute and CLC shared three common Board members and their President. CLC had limited activity for the years ended September 30, 2015 and 2014. Subsequent to fiscal year 2015, CLC was dissolved and its remaining assets and liabilities were transferred to the Institute.

The Institute and CLC are exempt from Federal income taxes as organizations (not private foundations) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Institute and CLC are also exempt from state income taxes. Contributions made to the Institute and CLC are deductible by donors within the requirements of the IRC. Certain rental income of the Institute is subject to Federal and state income taxes under Unrelated Business Taxable Income (UBTI) regulations.

SIGNIFICANT ACCOUNTING POLICIES

The Institute and CLC (collectively, the Organization) prepare their combined financial statements in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Principles of Combination

The combined financial statements include the accounts of the Institute and CLC. All significant inter-company transactions and balances have been eliminated.

Estimates

The preparation of combined financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2015 and 2014

1. OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased or at fair value at the date of donation. Property and equipment are depreciated using the straight-line method over the following estimated useful lives:

	<u>Estimated Useful Life</u>	<u>2015</u>	<u>2014</u>
Furniture and equipment	3 - 10 years	\$ 403,688	\$ 359,470
Vehicles	5 years	35,064	35,064
Land	N/A	-	2,551,000
Building and improvements	20 and 40 years	-	6,174,452
		<u>438,752</u>	<u>9,119,986</u>
Less - accumulated depreciation		<u>383,744</u>	<u>3,071,450</u>
Net property and equipment		<u>\$ 55,008</u>	<u>\$ 6,048,536</u>

In May 2015, the Institute sold its building resulting in a gain of \$10,650,189, net of related income taxes.

Depreciation expense was \$152,974 and \$205,886 for the years ended September 30, 2015 and 2014, respectively.

Financing Costs

Prior to May 2015, the Institute was amortizing \$203,589 of financing costs associated with certain long-term debt (see Note 2). In May 2015, the Institute sold its building (see above) and paid off its remaining debt. These costs were being amortized using the straight-line method over the term of the related debt and became fully amortized in May 2015 upon repayment of the debt. Amortization expense was \$188,885 and \$6,787 for the years ended September 30, 2015 and 2014, respectively. Accumulated amortization was \$14,704 as of September 30, 2014.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2015 and 2014.

Cash

Cash for the purpose of the accompanying combined statements of cash flows does not include cash held in the investment portfolio or in escrow.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2015 and 2014

1. OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements

The Organization follows the accounting and disclosure standards pertaining to ASC Topic, *Fair Value Measurements*, for qualifying assets and liabilities. Fair value is defined as the price that the Organization would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Organization uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Organization. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available. The three-tier hierarchy of inputs is as follows:

Level 1 - Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.

Level 2 - Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3 - Inputs that are unobservable and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Organization and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year.

All of the investments as of September 30, 2015, are valued using Level 1 inputs.

All Other Assets and Liabilities

The carrying value of all other qualifying assets and liabilities, including notes and bonds payable, does not differ materially from its estimated fair value and are considered Level 1 in the fair value hierarchy.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2015 and 2014

1. OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Grants and contributions that have no donor restrictions are recognized as unrestricted revenue upon receipt or when unconditionally pledged. Contract service revenue is recognized when services are performed and costs are incurred. Rental income is recognized ratably over the applicable lease periods.

Donor restricted grants and contributions are recorded as temporarily restricted revenue when received or unconditionally pledged. When a donor restriction is met, that is, when a purpose restriction is accomplished or a time restriction ends, temporarily restricted net assets are transferred to unrestricted net assets as net assets released from restrictions.

Special event revenue is recorded at the time of the event; however, contributions unconditionally pledged in support of the special event are recorded as special event revenue at the time of the pledge. All other income is recorded as earned.

Expense Allocations

Program expenses contain direct expenses, as well as indirect expenses, which are allocated based upon management's estimate of the percentage attributable to each program.

Donated Goods and Services

The Institute receives donated goods and services in various aspects of its programs. The value of the donated items is based on estimates made by the volunteers, agencies or management. Donated goods include food and clothing; donated services include legal, teaching, and consulting work. Donated items received were as follows:

	<u>2015</u>	<u>2014</u>
Donated services	\$ 533,695	\$ 507,483
Donated goods	<u>43,734</u>	<u>34,139</u>
	<u>\$ 577,429</u>	<u>\$ 541,622</u>

The Institute also receives a substantial amount of donated administrative services. Many individuals volunteer their time and perform a variety of tasks that help the Organization accomplish its goals. These services do not meet the criteria for recognition as contributed services under U.S. GAAP and, accordingly, are not included in the accompanying combined financial statements.

Capital Grant

During fiscal year 2014, the Institute received donated building improvements of \$162,876 as valued by the donor. This amount is reflected as capital grant and property and equipment in the accompanying 2014 combined financial statements.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2015 and 2014

1. OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subsequent Events

Subsequent events have been evaluated through February 22, 2016, which is the date the combined financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the combined financial statements.

Deferred Revenue

Deferred revenue consists of contract advances. These amounts will be recognized as revenue as the services are provided and costs are incurred.

Income Taxes

The Organization accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the combined financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the combined financial statements at September 30, 2015 or 2014. The Organization's tax returns are subject to examination by the Federal and state jurisdictions and generally remain open for the most recent three years.

Net Assets

Unrestricted Net Assets:

Unrestricted net assets are those net resources that bear no external restrictions and are generally available for use by the Organization. The Organization has grouped its unrestricted net assets into the following categories:

Operating - represents funds available to carry on the operations of the Organization.

Property and equipment - reflect and account for the activities relating to the Organization's property and equipment, net of related debt.

Temporarily Restricted Net Assets:

The Organization receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as temporarily restricted net assets until they are either expended for their designated purposes or as the time restrictions lapse. Temporarily restricted net assets as of September 30, 2015 and 2014, are purpose restricted.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2015 and 2014

2. LONG-TERM DEBT

Long-term debt consisted of the following as of September 30, 2014:

4.75% note payable to a bank, due in monthly principal and interest installments of \$23,641. The balance on this note was paid off in May 2015, upon the Institute's sale of its building (see page 8).	\$ 4,343,073
3.12% Series 2012 revenue bond payable to Massachusetts Development Finance Agency (MDFA), due in monthly installments of \$9,864. The balance on this bond was paid off in May 2015, upon the Institute's sale of its building (see page 8).	<u>2,188,245</u>
	6,531,318
Less - current portion	<u>125,626</u>
	<u>\$ 6,405,692</u>

3. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute did not make any contributions to the plan during the years ended September 30, 2015 and 2014.

4. TENANT LEASES

Prior to May 19, 2015, the Institute leased its facility to various nonprofit and commercial tenants. The lease terms were from one to five years and provided for periodic escalation charges and contingent rent based on a percentage of excess gross revenues (as defined in respective agreements). The Institute did not receive contingent rent for the years ended September 30, 2015 and 2014. On May 19, 2015, the Institute sold its building and assigned the leases to new owners (see page 8).

5. INVESTMENTS

Investments consist of the following at September 30, 2015:

Cash	\$ 3,643,575
Mutual funds	<u>6,398,911</u>
Total	<u>\$ 10,042,486</u>

Net investment loss for the year ended September 30, 2015, consists of:

Interest and dividends	\$ 27,624
Unrealized loss on investments	<u>(562,082)</u>
Net investment loss	<u>\$ (534,458)</u>

Investments are classified in accompanying combined statements of financial position based on their intended use. The investments are not insured and are subject to market fluctuation.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2015 and 2014

6. CONCENTRATIONS

The Organization maintains its cash balances with several banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Organization has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Organization has not experienced any losses in such accounts.

Funding agencies and donors exceeding 10% of the Organization's operating revenue or accounts and grant receivable as of and for the years ended September 30, 2015 and 2014, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Accounts and Grants Receivable %</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
U.S. Committee for Refugees and Immigrants	31%	34%	23%	46%
Commonwealth of Massachusetts	15%	14%	23%	39%

7. FUNDING

The Organization received approximately \$3,170,000 and \$3,298,000 of its funding from government agencies for the years ended September 30, 2015 and 2014, respectively, all of which is subject to audit by the specific government agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Organization as of September 30, 2015 and 2014, or on the changes in its net assets for the years then ended.

8. LEASE AGREEMENTS

The Institute leases program space under various operating leases and tenant-at-will agreements. These leases expire at various dates through September 2018. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

In May 2015, the Institute sold its building (see page 8). As part of the sale agreement, the Institute entered into a one-year leaseback agreement with the new owner for certain space in the building. Monthly lease payments under the agreement are \$23,544. The new owner has the sole option to extend the lease under a tenant-at-will agreement. The Institute is responsible for certain operating costs as defined in the agreement. Rent paid for the year ended September 30, 2015, was \$94,176, which is included in rent and utilities in the accompanying combined statements of functional expenses.

As part of the leaseback agreement, the Institute was required to deposit \$500,000 in a rent holdback escrow account. This escrow deposit is expected to be refundable to the Institute, should the Institute vacate this space by May 2016. The Institute expects to vacate the space by May 2016, and therefore, the escrow amount is reflected as a current asset in the accompanying combined statements of financial position.

Rent expense under all leases was approximately \$185,000 and \$97,000 for the years ended September 30, 2015 and 2014, respectively.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2015 and 2014

8. LEASE AGREEMENTS (Continued)

Remaining future minimum lease payments under the lease agreements are as follows for the years ended September 30:

2016	\$ 278,252
2017	\$ 50,430
2018	\$ 51,690

9. RELATED PARTY TRANSACTIONS

The President and Chief Executive Officer (CEO) of the Institute is also a member of the Board of Directors. Compensation and employee benefits for services provided as the President and CEO are determined by the independent members of the Board of Directors and are based on performance objectives.

The Chief Financial Officer (CFO) of the Institute is also the Treasurer of the Organization. Compensation and employee benefits for services provided as the CFO are also determined by the independent members of the Board of Directors.

10. RECLASSIFICATION

Certain amounts in the fiscal year 2014 combined financial statements have been reclassified to conform to the fiscal year 2015 presentation.



International Institute of New England

Board of Directors

Zoltan Csimma, Director
Business Affiliation: N/A

Jean Franchi, Director
Chief Financial Officer
Dimension Therapeutics
840 Memorial Drive, 4th Floor
Cambridge, MA 02139

Georges Gemayel, Director
Business Affiliation: N/A

William Gillett, Board Chairperson
Dean of Business School
Southern New Hampshire University
2500 North River Road
Manchester, NH 03106

Monica Grewal, Director
Partner
WilmerHale
60 State Street
Boston, MA 02109

Taeiss Haghighat, Director
Executive Director IP
Triton Systems
3 Calista Terrace
Westford, MA 01866

Rushna Tejani Heneghan, Director
Deputy General Counsel
Charles River Laboratories, Inc.
251 Ballardvale Street
Wilmington, MA 01887

William Krause, Director
Vice President and Portfolio Manager
Moody, Lynn, & Lieberman, LLC
One Boston Place, 37th Floor
Boston, MA 02108

Rita McDonough, Treasurer
Chief Financial Officer
International Institute of New England
2 Boylston Street, 3rd Floor
Boston, MA 02116

Frederick Millham, Director
Chief of Surgery
South Shore Hospital
55 Fogg Road
South Weymouth, MA 02190

Beth Murphy, Director
Founder
Principal Pictures, Inc.
535 Albany St, 02118
Boston, MA 02118

Deborah Shufrin, Director
Director of Investments
Brandeis University
125 High Street, 2nd Floor
Oliver Tower
Boston, MA 02110

David Sullivan, Director
Partner
Murtha Cullina LLP
99 High Street
Boston, MA 02110-2320

Jeffrey Thielman
President/CEO
International Institute of New England
2 Boylston Street, 3rd Floor
Boston, MA 02116

Michael Wyzga, Director
Biotechnology Consultant

ONLINE iine.org
EMAIL info@iine.org

BOSTON One Milk Street, 4th Floor, Boston, MA 02109 | 617-695-9990
LOWELL 15 - 17 Warren Street, 2nd Floor, Lowell, MA 01852 | 978-459-9031
MANCHESTER 1850 Elm Street, Manchester, NH 03104 | 603-647-1500

TIKA R. SUBEDI

Education:

M.A., Sociology 2002-2004.

Tribhuvan University Katmandu, Nepal.

Bachelor Degree in Humanities 1999-2001.

Major in English, Economics, Political Science

West Bengal, India

Trained Interpreter SNHAHEC, 2010.

Service and Employment History:

ESL Teacher Sept 2010 - present

English for New Americans (ENA)

Southern New Hampshire Services

Bilingual Parent Liaison Jan 2011- present

International Institute, Manchester, NH

Volunteer

International Institute, Manchester, NH June 2010-Sept 2010

Vice-Principal (The Blue Moon School) 2001-2004

ECA In-charge/Counselor (Universal Higher Secondary School) 2005-2008



Duties included: implementing the school curriculum, conducting parents-teachers interactions and meetings, preparation of daily schedule of the entire staff, prepare and conduct examinations, implement school's rules, regulations and discipline, conduct all extracurricular and co-curricular activities, counseling students.

In-School Resource Teacher/Contact Person/Facilitator (UNHCR) 1998-2000

Green Vale Academy (Refugee Camp School)

Damak, Nepal

Was responsible for assisting the school administration. Duties included: making weekly/daily schedules, implement the school curriculum, liaison between the school and sub-office and school and parents, facilitate workshops/seminars for teachers and students and design curriculum.

Volunteer Teacher 1993-2001

Worked as a volunteer in a refugee community for 8 years.

Refugee Camp, Nepal

Duties included: helping the community members in Adult Literacy Classes, teaching and civic awareness.

QUALIFICATIONS

Work well in a team environment and independently

- Enthusiastic and dependable
- Professional and calm personality

EDUCATION

- **PhD Student in Ecology**, Seville University, Spain – 1999
- **Receptionist Certificate**, Manchester Community Resource Center – June 2002
Completed 6 weeks intensive training program consisting of customer service, scheduling, office equipment, computer training and job shadowing.

PROFESSIONAL EXPERIENCE

International Institute of New Hampshire, Manchester, NH – 2010

- School parent Liaison for Arabic and French community in the program called 'School Impact'
- Met with various non English speaking refugees and facilitated communication between them and the staff inside and outside the Institute or the Schools.
- Providing culturally appropriate social and academic services to refugee students and their families in the Manchester school District with expectation of developing new pathways to refugee family strength and student achievement

Clerical/Enumerator, Census Bureau Concord, NH – 2010

- Helped residents fill out surveys using different languages
- Followed up on incomplete surveys
- Visited foreign residents and helped them answer questionnaires

Restaurant Manager, Chiboub Food Services, Inc, NH – 2002-2007

- Office Manager at our restaurant in Manchester, NH.
- Batch credit card machines on a nightly basis and make deposits at the bank
- Ensure that checkbooks balance properly at the end of the month.

Customer Service Representative , H&R Block, Hudson, NH - 2002

- Contacted H&R Block customers to persuade them to come to our office to file for their taxes.
- Greeted clients at the office and presented them with H&R Block brochures to read.
- Answered phone calls and clients' questions and made appointments for clients.
- Received payments from clients and deposit them at the bank at the end of the day.

Office Administrator, Macy's, Boston, MA - 2000

- Answered phones calls and compiled and verified various employee schedules.
- Created daily hour flash reports.
- Maintained of a reconciliation model and input surveys into the system

Clerical Data Entry, Census Bureau, Boston, MA - 2000

- Entered Census data into a mainframe system.
- Verified Census Employees' working hours.
- Maintained data system and produced reports.

Pharmaceutical sales, Sanofi Maphar, Casablanca, Morocco - 1995-1998

- Visited doctors throughout Morocco on a monthly basis, and reminded them of the existing drugs in the market.
- Introduced new drugs to doctors and educated them on their use.
- Visited pharmacies all over the country to discuss orders of new and existing products, and answer questions.

Sales person, Investment Club RCI , Casablanca, Morocco - 1994-1995

- Met with Clients and introduced new real estate property catalogs to them.
- Involved in company's round table discussions and recommended actions to be taken to attract new customers.

COMPUTER SKILLS

- Microsoft Windows XP, Vista, Word and Excel
- Internet navigation

LANGUAGE SKILLS

- Fluent in French, Arabic, Spanish and English

REFERENCES

Available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: International Institute of New England, Inc.

Name of Contract: Refugee School Impact Contract

BUDGET PERIOD: SEY 17 (8/24/16 - 6/30/17)

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Tika Subedi	Parent Liaison	\$17,415	100.00%	\$17,415.00
Amina Chiboub	Parent Liaison	\$17,415	100.00%	\$17,415.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$34,830.00

BUDGET PERIOD: SEY 18 (7/1/17 - 9/30/17)

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Tika Subedi	Parent Liaison	\$5,088	100.00%	\$5,088.00
Amina Chiboub	Parent Liaison	\$5,088	100.00%	\$5,088.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$10,176.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
OFFICE OF MINORITY HEALTH & REFUGEE AFFAIRS

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857
603-271-3986 1-800-852-3345 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C APPROVED:

Date: 10/29/14

Item # 9

August 6, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into agreements with the vendors listed below, to provide educational support and school-related social services to New Hampshire refugee students in an amount not to exceed \$300,000, effective upon the date of Governor and Executive Council Approval, through August 14, 2016. *100% Federal Funds*

These contracts are contingent upon the receipt of Federal Refugee School Impact Grant funds. Funds are available in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Years 2016 and 2017 with the ability to adjust encumbrances between State Fiscal Years and within the budget lines of the contract without Governor and Executive Council approval.

Vendor Name	Vendor #	Service Location	Amount
International Institute of Boston, Inc.	177551,B001	1850 Elm Street Manchester, NH 03104	\$150,000
Ascentria Community Services, Inc.	222201,B001	261 Sheep-Davis Road, Concord, NH 03301	\$150,000

05-095-042-4220010-79220000-500731 HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES

Please see attachment for fiscal detail.

Explanation

The purpose of these contracts is to improve academic and social adjustment outcomes for refugee students resettled between 2014 and 2016 in the Cities of Concord and Manchester. Only those cities impacted by refugee resettlement were considered for funding. This contract will provide comprehensive family strengthening services with emphasis on academic support and leadership development for students and parent orientation to school and community. To implement these objectives, the contractors will interface with frontline teachers and after-school program staff to develop programming to increase student achievement; create and facilitate culturally responsive venues for ongoing orientation to American schools, community systems and resources; and respond to the behavioral health needs of students and parents with direct interventions or referrals.

Project staff will coordinate resources, evaluate goals and adapt the scope of work to reflect changes in student profiles, school or community priorities. The vendors will collect data relative to graduation rates, leadership development and the academic progress of the target refugee student population.

Measures being monitored for these contracts include:

- Graduation rates for participants;
- Participation rate in student leadership activities;
- College enrollment rates;
- Grade advancement rates;
- Demonstrated understanding of American school culture and community resources by parent participants.

Performance will be monitored through semi-annual and final reports of outcomes as defined in the Scope of Services.

The vendors were selected to perform the requested services through a competitive bid process. The Request for Proposals was released on the Department of Health and Human Service's web site on May 8, 2014. Two bidders submitted proposals. An evaluation team from the Department of Health and Human Services personnel reviewed and evaluated the proposals based on the evaluation criteria specified in the Request for Proposal. The Department has detailed specific core activities in the contract from which the effectiveness of the contractor will be measured.

Both vendors have a proven track record of effectively serving refugees. In past grants, they have consistently demonstrated excellent program and case management strategies to achieve identified objectives.

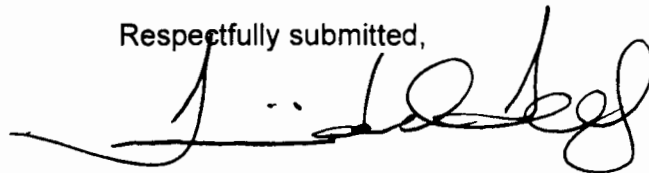
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 6, 2014

Area Served: Concord and Manchester

Source: 100% Federal Funds

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Trinidad Tellez', written over a horizontal line.

Trinidad Tellez, MD
Director

Approved by:

A handwritten signature in black ink, appearing to read 'Nicholas A. Toumpas', written over a horizontal line.

Nicholas A. Toumpas
Commissioner

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 6, 2014

Internation Institute of Boston, Inc.

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	102-500731	42200011	Contracts for Program Services	\$50,000
2016	102-500731	42200011	Contracts for Program Services	\$75,000
2017	102-500731	42200011	Contracts for Program Services	\$25,000
			Total	\$150,000

Ascentria Community services, Inc.

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	102-500731	42200011	Contracts for Program Services	\$50,000
2016	102-500731	42200011	Contracts for Program Services	\$75,000
2017	102-500731	42200011	Contracts for Program Services	\$25,000
			Total	\$150,000

Program Name

School Impact

Contract Purpose

Improve academic achievement for school-aged refugee students

RFP Score Summary

RF A/RFP CRITERIA	Max Pts	LSS, Concord, NH	IIB, Manchester, NH	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St
Experience and Capacity	20	19.67	18.83	0.00	0.00	0.00	0.00	0.00
Need & Target Population	15	14.00	13.33	0.00	0.00	0.00	0.00	0.00
Approach	30	27.67	27.67	0.00	0.00	0.00	0.00	0.00
Collaboration/Partnerships	5	4.33	4.50	0.00	0.00	0.00	0.00	0.00
Outcomes	20	19.33	19.00	0.00	0.00	0.00	0.00	0.00
Budget	10	6.75	10.00	0.00	0.00	0.00	0.00	0.00
TOTAL POINTS	100	91.75	93.33	0.00	0.00	0.00	0.00	0.00

Subject:

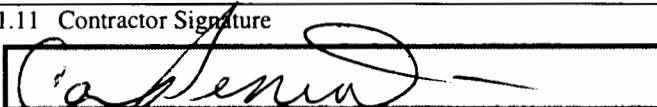
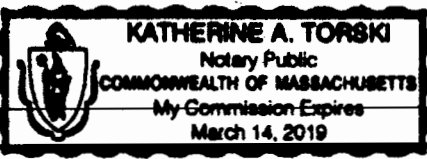
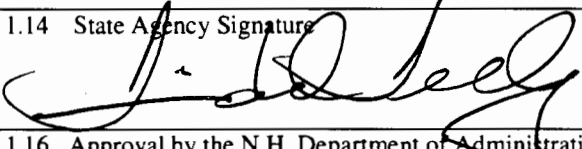
International Institute of Boston, Inc. --Refugee School Impact

FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 97 Pleasant Street, Thayer Building, Concord, NH 03301	
1.3 Contractor Name International Institute of Boston, Inc.		1.4 Contractor Address One Milk Street, Boston, MA 02109	
1.5 Contractor Phone Number 617-695-9990	1.6 Account Number 010-042-79220000 42200011	1.7 Completion Date August 14, 2016	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Barbara Seebart, Refugee Coordinator		1.10 State Agency Telephone Number 603-271-6361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carolyn Benedict-Drew, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>10/6/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Katherine A. Torski</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Katherine A Torski, Notary Public</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <i>Trinidad Teller, Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Megan A. Yapple</i> On: <i>10/16/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

International Institute of Boston, Inc.

EXHIBIT A

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Refugee School Impact Grant. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Refugee School Impact Grant.
- 1.2 Continued funding of the Contract for Budget Year 2 will be subject to the conditions of Exhibit A, Section 1.1, and the State's receipt of federal funds.

2. SCOPE OF SERVICES

Under this contract, the International Institute of Boston, Inc. will provide culturally appropriate social services to students and families in the Manchester School District with the expectation of developing new pathways to refugee family strength and student achievement. This Agreement consists of the following documents: Exhibits A, B, C, C1, D, E, F G, H, I and J which are all incorporated herein by reference as if fully set forth herein.

The Contractor shall perform the following services each year of the contract, which include, but are not limited to the following:

- 2.1 Make initial contact with refugee students and establish Refugee Status through I-94 verification for 100% of new arrivals in target population; participate in consultation and planning for new arrivals.
- 2.2 Facilitate home visits, conferences and academic support to assist 100 families in resolving social or academic, school-related problems.
- 2.3 Refer 100-150 students or parents to appropriate medical and social support services.
- 2.4 Schedule and facilitate student/teacher conferences for 100% of parents in target population who are in need of this support.
- 2.5 Develop supplemental academic support through direct in-classroom support and afterschool activities for 100 students.
- 2.6 Create and facilitate culturally responsive venues for ongoing orientation to American school culture, community systems and resources for 100 families.
- 2.7 Provide direct interventions or referrals to 100% of students and parents in the target population who are in need of this service.


Contractor Initials

Date: 10/06/2019

- 2.8 Collect data relative to refugee student leadership development, academic progress, graduation and college enrollment.
- 2.9 Maintain graduation rates achieved in first year of grant of 80%-90% for target population.
- 2.10 Maintain college enrollment rates achieved in previous year of grant of 80%-90% for target population.
- 2.11 Demonstrate participation in student leadership activities for 80%-90% of target populations.
- 2.12 The contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their program and/or services, within 10 days of the contract effective date.

3. Reporting

- 3.1 Submit two semi-annual reports and a final program report, as prescribed by the grantor, the federal Office of Refugee Resettlement, to the New Hampshire Office of Minority Health and Refugee Affairs.

Contractor Initials: 
Date: 10/06/2014

International Institute of Boston, Inc.


EXHIBIT B

Method and Conditions Precedent to Payment

The Contractor shall provide the services in Exhibit A in compliance with funding requirements of CDFA Title #93.566, the Refugee and Entrant Assistance State Administered Programs – School Impact Grant, Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor Pursuant to Exhibit A, Scope of Services.

1. Funding is split uniformly between the contract budget years.
2. Funding is contingent upon Exhibit A, Conditional Nature of Agreement.
3. For the purpose of this contract Budget Years are defined as:
Budget Year 1: Receipt of Grant Award through August 14, 2015
Budget Year 2: August 15, 2015 through August 14, 2016
4. Reimbursements for services provided shall be made by the State on a monthly basis upon receipt and review of monthly expenditure reports submitted by International Institute of Boston to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall include, at a minimum, the line items as outlined in the approved budget. Monthly expenditure reports shall be submitted no later than 30 days after the close of the month.
5. Payments will be made by DHHS within 60 days of receipt of conforming invoice. Final invoices must be submitted by September 15, 2016.

Contractor Initials: 
Date: 10/06/2014



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

CB



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

CHD



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Handwritten initials, possibly "JCD", in black ink.



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

A handwritten signature in black ink, appearing to be "CPO", written over the "Contractor Initials" label.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.


Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

Contractor Initials 
Date 10/26/2014


10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence.

4. Notwithstanding paragraph 18 of the P-37, an amendment to adjust amounts within the price limitation can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

Contractor Initials 
Date 10/06/2014

New Hampshire Department of Health and Human Service

Bidder/Program Name: International Institute of New Hampshire Refugee School Impact

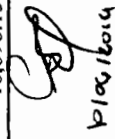
Budget Request for: Year 2

Budget Period: July 1, 2016 to Aug.14, 2016

1. Total Salary / Wages	\$	6,992.60	\$	-	\$	6,992.60				\$	6,992.60		\$	6,992.60		
2. Employee Benefits	\$	1,608.30	\$	-	\$	1,608.30				\$	1,608.30		\$	1,608.30		
3. Consultants	\$	-	\$	-	\$	-										
4. Equipment:	\$	-	\$	-	\$	-										
Rental	\$	-	\$	-	\$	-										
Repair and Maintenance	\$	-	\$	-	\$	-										
Purchase/Deprecation	\$	-	\$	-	\$	-										
5. Supplies:	\$	238.94	\$	-	\$	238.94	\$	134.62		\$	134.62	\$	104.33	\$	104.33	
Educational	\$	-	\$	-	\$	-										
Lab	\$	-	\$	-	\$	-										
Pharmacy	\$	-	\$	-	\$	-										
Medical	\$	-	\$	-	\$	-										
Office	\$	-	\$	-	\$	-										
6. Travel	\$	74.04	\$	-	\$	74.04						\$	74.04		\$	74.04
7. Occupancy	\$	743.88	\$	-	\$	743.88	\$	743.88		\$	743.88					
8. Current Expenses	\$	-	\$	-	\$	-										
Telephone	\$	-	\$	-	\$	-										
Postage	\$	-	\$	-	\$	-										
Subscriptions	\$	-	\$	-	\$	-										
Audit and Legal	\$	-	\$	-	\$	-										
Insurance	\$	-	\$	-	\$	-										
Board Expenses	\$	-	\$	-	\$	-										
9. Software	\$	-	\$	-	\$	-										
10. Marketing / Communication	\$	-	\$	-	\$	-										
11. Staff Education and Training	\$	-	\$	-	\$	-										
12. Subcontracts / Agreements	\$	-	\$	-	\$	-										
13. Other (specific details mandatory)	\$	-	\$	-	\$	-										
	\$	-	\$	-	\$	-										
Indirect Expenses (15%)	\$	-	\$	2,124.58	\$	2,124.58			\$	807.69	\$	807.69	\$	1,316.89	\$	1,316.89
Total	\$	9,657.77	\$	2,124.58	\$	11,782.35	\$	878.50	\$	807.69	\$	8,779.27	\$	1,316.89	\$	10,096.15
Indirect As A Percent of Direct																
Indirect Expenses (15% - federal approved rate is 24.2%)																

Indirect Expenses (15% - federal approved rate is 24.2%)

Indirect As A Percent of Direct



 10/06/2014



**New Hampshire Department of Health and Human Services
Ascentria Community Services, Inc. – Refugee School Impact**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Ascentria Community Services, Inc. – Refugee School Impact**

This 1st Amendment to the Ascentria Community Services, Inc. – Refugee School Impact contract (hereinafter referred to as "Amendment One") dated this 12 day of July, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ascentria Community Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 261 Sheep-Davis Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 29, 2014, Item #9, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend Form P-37, Block 1.7, to read September 30, 2017.
2. Amend Form P-37, Block 1.8, to read \$212,868
3. Amend Form P-37, Block 1.9, to read Eric Borrin, Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9558.
5. Amend Budget to:
 - Add Appendix C Amendment #1 Budget SFY 2017
 - Add Appendix C Amendment #1 Budget SFY 2018



New Hampshire Department of Health and Human Services
Ascentria Community Services, Inc. – Refugee School Impact

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/18/16
Date

[Signature]
Name: Trinidad Teller, MD
Title: Director, Office of Minority Health & Refugee Affairs
Ascentria Community Services, Inc.

7/12/2016
Date

[Signature]
Name: Tim Johnstone
Title: Executive Vice President of Community Services

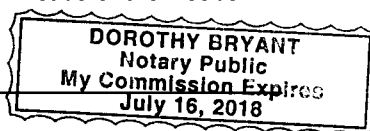
Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on July 12, 2016, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires:



New Hampshire Department of Health and Human Services
Ascentria Community Services, Inc. – Refugee School Impact



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/4/16
Date

Name: Matthew A. Cyr
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Appendix C Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Ascentria Community Services, Inc.

Budget Request for: Refugee School Impact Program
(Name of RFP)

Budget Period: SFY 2017 (8/15/16 through 6/30/17)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 26,325.00	\$ -	\$ 26,325.00	
2. Employee Benefits	\$ 9,740.00	\$ -	\$ 9,740.00	
3. Consultants	\$ 626.00	\$ -	\$ 626.00	
4. Equipment:	\$ 225.00	\$ -	\$ 225.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 225.00	\$ -	\$ 225.00	
6. Travel	\$ 1,331.00	\$ -	\$ 1,331.00	
7. Occupancy	\$ 1,425.00	\$ -	\$ 1,425.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 731.00	\$ -	\$ 731.00	
Postage	\$ 56.00	\$ -	\$ 56.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 113.00	\$ -	\$ 113.00	
Insurance	\$ 240.00	\$ -	\$ 240.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 82.00	\$ -	\$ 82.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Indirect):	\$ -	\$ 6,032.00	\$ 6,032.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 41,119.00	\$ 6,032.00	\$ 47,151.00	


Indirect As A Percent of Direct

14.67%

Appendix C Amendment #1 Budget - SFY 2017

Contractor Initials: _____

Date: _____


7/12/2016

Appendix C Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Ascentria Community Services, Inc.

Budget Request for: Refugee School Impact Program
(Name of RFP)

Budget Period: SFY 2018 (7/1/17 through 9/30/17)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 8,775.00	\$ -	\$ 8,775.00	
2. Employee Benefits	\$ 3,247.00	\$ -	\$ 3,247.00	
3. Consultants	\$ 207.00	\$ -	\$ 207.00	
4. Equipment:	\$ 75.00	\$ -	\$ 75.00	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 75.00	\$ -	\$ 75.00	
6. Travel	\$ 444.00	\$ -	\$ 444.00	
7. Occupancy	\$ 475.00	\$ -	\$ 475.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 244.00	\$ -	\$ 244.00	
Postage	\$ 19.00	\$ -	\$ 19.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 38.00	\$ -	\$ 38.00	
Insurance	\$ 80.00	\$ -	\$ 80.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 27.00	\$ -	\$ 27.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Indirect):	\$ -	\$ 2,011.00	\$ 2,011.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 13,706.00	\$ 2,011.00	\$ 15,717.00	


Indirect As A Percent of Direct

14.67%

Appendix C Amendment #1 Budget - SFY 2018

Contractor Initials: _____

Date: _____


7/12/2016

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Ascentria Community Services, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on June 13, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Alana Geary, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.).

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on September 15, 2015:

Resolved that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the CEO, board of directors or executive committee in accordance with the agency signing authority policy.

3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

<u>Angela Bovill</u>	President
<u>Dana Ramish</u>	Executive Vice President
<u>Lisa Cohen</u>	Executive Vice President
<u>Tim Johnstone</u>	Executive Vice President
<u>Nick Russo</u>	Treasurer
<u>Alana Geary</u>	Clerk

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12th day of July, 2016.
(Date Contract Signed)

5. Tim Johnstone is the duly elected Executive Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Alana Geary
(Signature of the Elected Officer)

STATE OF MASSACHUSETTS

County of Worcester

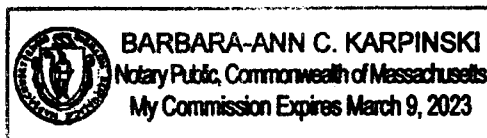
The forgoing instrument was acknowledged before me this 12th day of July, 2016.

By Alexa Heary
(Name of Elected Officer of the Agency)

(NOTARY SEAL)

Commission Expires: 3/9/2023

Barbara Ann C. Karpinski
(Notary Public/Justice of the Peace)



**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
10/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (617) 330-1005 Wells Fargo Insurance Services USA, Inc. 699 Boylston St, 6th Floor Boston, MA 02116	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No): (866) 597-9827
INSURED Ascentria Care Alliance, Inc. 14 East Worcester Street Worcester, MA 01604	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Liberty Mutual Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058 23043

COVERAGES**CERTIFICATE NUMBER:** 9644535**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUHR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER		PHPK1400391	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Human Services Prof Liab \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	WC5-31s-392006-014 (NH &	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Eric D. Borin
Director of Contracts and Procurement
State of NH- DHHS
129 Pleasant Street- Brown Building
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Ascentria Community Services, Inc.

Mission statement:

We are called to strengthen communities by empowering people to respond to life's challenges.

Vision statement:

We envision thriving communities where everyone has the opportunity to achieve their full potential regardless of background or disadvantage. We become recognized leaders for innovative community services. Together with our partners, we inspire people to help one another reach beyond their current circumstances and realize new possibilities.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2015 AND 2014

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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YEARS ENDED JUNE 30, 2015 AND 2014**

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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Ascentria Community Services, Inc. and Subsidiary
Worcester, Massachusetts

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statements of financial positions as of June 30, 2015 and 2014, and the related consolidated statements of activities, changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Ascentria Community Services, Inc. and Subsidiary as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
December 9, 2015

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014

ASSETS	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 872,153	\$ 881,227
Accounts Receivable, (Net of Estimated Uncollectible Accounts)	3,839,947	3,543,732
Prepaid Expenses	127,002	112,883
Assets Held for Sale	349,500	349,500
Total Current Assets	<u>5,188,602</u>	<u>4,887,342</u>
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	599,095	583,758
PROPERTY AND EQUIPMENT		
Land	27,196	57,332
Building	268,280	268,280
Building Improvements	159,393	159,393
Leasehold Improvements	721,402	1,152,312
Furniture and Equipment	232,877	232,050
Vehicles	244,951	244,951
Equipment Held Under Capital Lease	408,032	408,031
Computer Equipment and Software	143,313	118,719
Total	<u>2,205,444</u>	<u>2,641,068</u>
Less: Accumulated Depreciation	<u>1,624,750</u>	<u>1,653,832</u>
Total Property and Equipment, Net	580,694	987,236
DUE FROM RELATED PARTIES	327,617	230,167
OTHER ASSETS		
Deposits	49,996	54,438
Construction in Progress	12,000	-
Total Other Assets	<u>61,996</u>	<u>54,438</u>
Total Assets	<u><u>\$ 6,758,004</u></u>	<u><u>\$ 6,742,941</u></u>

See accompanying Notes to Consolidated Financial Statements.

LIABILITIES AND NET ASSETS		<u>2015</u>	<u>2014</u>
CURRENT LIABILITIES			
Long-Term Debt - Current Maturities	\$	37,707	\$ 397,521
Accounts Payable		562,317	576,103
Accrued Expenses		1,473,429	982,902
Deferred Revenue		127,617	300,178
Due to the State of Maine		317,999	255,699
Due to Third Party		43,291	43,291
Total Current Liabilities		<u>2,562,360</u>	<u>2,555,694</u>
 LONG-TERM DEBT, Net of Current Maturities		 913,319	 625,264
 DUE TO RELATED PARTIES		 <u>-</u>	 <u>393,338</u>
 Total Liabilities		 3,475,679	 3,574,296
 NET ASSETS			
Unrestricted		2,626,083	2,542,819
Temporarily Restricted		656,242	625,826
Total Net Assets		<u>3,282,325</u>	<u>3,168,645</u>
 Total Liabilities and Net Assets		 <u>\$ 6,758,004</u>	 <u>\$ 6,742,941</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
UNRESTRICTED NET ASSETS		
REVENUE		
Program Service Revenue		
Public Sources	\$ 32,522,034	\$ 31,138,410
Private Sources	<u>3,688,751</u>	<u>3,493,003</u>
Total Program Service Revenue	<u>36,210,785</u>	<u>34,631,413</u>
OTHER INCOME		
Net Assets Released from Restriction Used for Operations	133,187	190,374
Other Income	<u>578,667</u>	<u>237,464</u>
Total Other Income	<u>711,854</u>	<u>427,838</u>
 Total Revenue	 36,922,639	 35,059,251
EXPENSES		
Salaries and Wages	17,349,508	16,910,528
Employee Benefits	3,615,907	3,275,561
Program Expenses	6,947,942	6,529,662
Professional Fees	80,337	124,000
Occupancy Costs	1,808,914	1,541,276
Operating Supplies and Expenses	1,144,130	1,583,428
Impairment Loss	-	68,863
Administrative Costs	4,422,720	3,717,492
Travel Expenses	839,099	782,936
Custodial Fee	3,740	15,832
Depreciation and Amortization	156,022	207,921
Bad Debt Expense	32,651	61,171
Interest	<u>58,655</u>	<u>66,364</u>
Total Expense	<u>36,459,625</u>	<u>34,885,034</u>
OPERATING GAIN	463,014	174,217
NONOPERATING ACTIVITY		
Gain on Sale of Property and Equipment	-	147,119
Loss on Damaged Property and Equipment	(245,547)	-
Loss on Disposal of Land	(30,136)	-
Equity Transfer	<u>(104,067)</u>	<u>-</u>
Total Nonoperating Gain (Loss)	<u>(379,750)</u>	<u>147,119</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u><u>\$ 83,264</u></u>	<u><u>\$ 321,336</u></u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2015 AND 2014

	Unrestricted	Temporarily Restricted	Total
NET ASSETS AT JUNE 30, 2013	\$ 2,221,483	\$ 676,128	\$ 2,897,611
Increase in Unrestricted Net Assets	321,336	-	321,336
Change in Beneficial Interest in Net Assets of Related Party	-	140,072	140,072
Net Assets Released from Restrictions - Operations	-	(190,374)	(190,374)
Change in Net Assets	321,336	(50,302)	271,034
NET ASSETS AT JUNE 30, 2014	\$ 2,542,819	\$ 625,826	\$ 3,168,645
Increase in Unrestricted Net Assets	83,264	-	83,264
Change in Beneficial Interest in Net Assets of Related Party	-	163,603	163,603
Net Assets Released from Restrictions - Operations	-	(133,187)	(133,187)
Change in Net Assets	83,264	30,416	113,680
NET ASSETS AT JUNE 30, 2015	<u>\$ 2,626,083</u>	<u>\$ 656,242</u>	<u>\$ 3,282,325</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 113,680	\$ 271,034
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation and Amortization	156,022	207,921
Bad Debts	32,651	61,171
Gain on Sale of Property and Equipment	-	(147,119)
Change in Beneficial Interest in Net Assets of Related Party	(163,603)	(140,072)
Loss on Damaged of Property and Equipment	245,547	-
Impairment Loss	-	68,863
Loss on Disposal of Land	30,136	-
Equity Transfer	104,067	-
(Increase) Decrease in:		
Accounts Receivable	(328,866)	(85,656)
Prepaid Expenses	(14,119)	7,402
Deposits	4,442	(12,350)
Beneficial Interest in Net Assets of Affiliate	148,266	175,555
Increase (Decrease) in:		
Accounts Payable	(13,786)	(126,273)
Accrued Expenses	490,527	(181,785)
Deferred Revenue	(172,561)	44,826
Due to Third Party	-	(218,580)
Due to State of Maine	62,300	(39,901)
Net Cash Provided (Used) by Operating Activities	<u>694,703</u>	<u>(114,964)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(25,163)	(53,368)
Additions to Construction in Progress	(12,000)	-
Proceeds on Sale of Property and Equipment	-	216,000
Net Cash Provided (Used) by Investing Activities	<u>(37,163)</u>	<u>162,632</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt	(71,759)	(73,481)
Advances from (Payments to) Related Parties	(594,855)	368,337
Net Cash Provided (Used) by Financing Activities	<u>(666,614)</u>	<u>294,856</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(9,074)	342,524
Cash and Cash Equivalents - Beginning of Year	<u>881,227</u>	<u>538,703</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u><u>\$ 872,153</u></u>	<u><u>\$ 881,227</u></u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	<u><u>\$ 58,608</u></u>	<u><u>\$ 66,364</u></u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED JUNE 30, 2015 AND 2014

	2015			
	Total	Program	Management and General	Fundraising
Salaries and Wages	\$ 17,349,508	\$ 17,042,371	\$ 307,137	\$ -
Employee Benefits	3,615,907	3,574,169	41,738	-
Program Expenses	6,947,942	6,947,942	-	-
Professional Fees	80,337	51,805	28,532	-
Occupancy Costs	1,808,914	1,592,984	215,930	-
Operating Supplies and Expenses	1,144,130	1,027,114	117,016	-
Administrative Costs	4,422,720	-	4,422,720	-
Travel Expenses	839,099	813,385	25,714	-
Custodial Fee	3,740	-	-	3,740
Interest	58,655	58,655	-	-
Bad Debt Expense	32,651	32,651	-	-
Total Before Depreciation and Amortization	36,303,603	31,141,076	5,158,787	3,740
Depreciation and Amortization	156,022	154,269	1,753	-
Total Functional Expenses	<u>\$ 36,459,625</u>	<u>\$ 31,295,345</u>	<u>\$ 5,160,540</u>	<u>\$ 3,740</u>

	2014			
	Total	Program	Management and General	Fundraising
Salaries and Wages	\$ 16,910,528	\$ 16,660,633	\$ 249,895	\$ -
Employee Benefits	3,275,561	3,219,330	56,231	-
Program Expenses	6,529,662	6,529,662	-	-
Professional Fees	124,000	75,771	48,229	-
Occupancy Costs	1,541,276	1,387,852	153,424	-
Operating Supplies and Expenses	1,583,428	1,341,261	242,167	-
Impairment Loss	68,863	(6,637)	75,500	-
Administrative Costs	3,717,492	87,380	3,630,112	-
Travel Expenses	782,936	781,641	1,295	-
Custodial Fee	15,832	-	-	15,832
Interest	66,364	66,242	122	-
Bad Debt Expense	61,171	61,171	-	-
Total Before Depreciation and Amortization	34,677,113	30,204,306	4,456,975	15,832
Depreciation and Amortization	207,921	199,800	8,121	-
Total Functional Expenses	<u>\$ 34,885,034</u>	<u>\$ 30,404,106</u>	<u>\$ 4,465,096</u>	<u>\$ 15,832</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Ascentria Community Services, Inc. (ACS) and Ascentria Community Care, Inc. (ACC) (collectively the Organizations) are corporations exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. ACS transferred its "In Home Care" service line to ACC and is the sole corporate member of ACC. Ascentria Care Alliance, Inc. (Ascentria) is a sole corporate member of ACS and also serves as the management agent.

The Organizations provide the following programs:

Social Services – through a variety of programs, the Organizations provide services related to therapeutic foster care, unaccompanied refugee minors support, housing for teen mothers and their children, housing for homeless, small group homes serving teenagers, various support services and living accommodations for developmentally, physically and mentally disabled adults and other various social support programs.

Refugee Services – through this program, the Organizations seek to provide resettlement, employment, case management, medical case management, English as a second language classes, and other support services to refugees, asylees, and immigrants.

Adoption – through this program, the Organizations provide services related to domestic and international adoptions.

Basis of Consolidation

The accompanying financial statements present the consolidated financial position, results of operations, changes in net assets, cash flows, and functional expenses of the Organizations. Material intercompany transactions and balances have been eliminated in consolidation.

Method of Accounting

The financial statements of the Organizations have been prepared on the accrual method of accounting. Accordingly, assets are recorded when the Organizations obtain the rights of ownership or is entitled to claims for receipt and liabilities are recorded when the obligation is incurred.

Cash and Cash Equivalents

The Organizations consider all short-term debt securities purchased with an original maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are recorded net of an allowance of expected losses. The allowance is estimated from historical performance and projections of trends. Credit is extended to customers and collateral is not required. When the accounts become past due, historically, the Organizations have not charged interest to these accounts.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Program Service Revenue

Program service revenue is recognized as costs are incurred and services are provided

Property and Equipment

Property and equipment are recorded at cost. Assets with an estimated useful life of more than one year and a historical cost in excess of \$2,500 are capitalized. The Organizations capitalize acquisitions and improvements, while expenditures for maintenance and repairs that do not extend the useful lives of the assets are charged to operations. Donated property and equipment are recorded at its fair market value at date of donation. Gifts of long-lived assets are reported as unrestricted support unless donor stipulations specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulation about how long those assets must be maintained, expiration of donor restrictions are reported when the donated or acquired long-lived assets are placed into service. Depreciation is computed using the straight-line method over the estimated useful life of the assets.

Assets Held for Sale

In 2014, a property in New Hampshire qualified to be classified as held for sale. Consequently, the Organization has presented the assets under the caption "Assets Held for Sale" on the statement of financial position.

Assets held for sale are reported in the statement of financial position at the lower of its carrying amount or fair value, less cost to sell. Assets held for sale are assessed for impairment when management believes events or changes in circumstances indicate that its carrying amount may not be recoverable. Based on this assessment, assets held for sale that are considered impaired are written down to their fair value. In July 2015, the assets were sold for the fair value noted on the statement of financial position.

Related Party Loans Receivable

The Organizations' loan portfolio is comprised on unsecured related party loans receivable that are non-interest bearing and have no fixed repayment terms, as detailed in Note 3, and is considered a single portfolio class. Related party loans receivable are recorded net of an allowance for expected loan losses (allowance). The Organizations establish an allowance as an estimate of inherent risk in the Organizations' loan portfolio. Although management believes the allowance to be adequate, ultimate losses may vary from its estimates. The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organizations determine the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as recovery in the year of receipt. The Organizations determined that all related party loans receivable are fully collectible as of June 30, 2015.

The Organizations review the adequacy of the allowance, including consideration of the relevant risks in the loan portfolio, current economic conditions and other factors periodically. The Organizations internally monitor related party borrowers to assess the risk of nonperformance. The Organizations determine that changes are warranted based on those reviews, the allowance is adjusted.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)

Net Assets

Net assets of the Organizations are classified and reported as follows:

Unrestricted Net Assets

Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets

Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organizations and/or the passage of time.

Permanently Restricted Net Assets

Include contributions which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for operations in accordance with donor restrictions.

Recognition of Donor Restrictions

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Donated Services

Donated services are recognized in the financial statements if the services enhance or create non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Advertising Costs

Promotional advertising costs are expensed as incurred. Promotional advertising expense charged to operations amounted to \$11,018 and \$31,128 for the years ended June 30, 2015 and 2014, respectively.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The cost of providing the various programs and services are summarized on a functional basis. Costs are generally identified as to program site, and are then allocated between programs and supporting services that benefited based on total direct expenses.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Income Taxes

The Organizations are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal and state income taxes on related income pursuant to section 501(a) of the code.

Deferred Revenue

Deferred revenue consists primarily of advances received from state and federal agencies for initial funding of programs. Amounts will be recognized as revenue as these programs incur the related expenditures.

Fair Value Measurements

In accordance with professional standards, assets and liabilities measured and recorded at fair value are required to be categorized into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level I) and the lowest priority to unobservable inputs (Level III). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities measured and recorded at fair value by the Organizations are categorized as follows:

Level I – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organizations have the ability to access.

Level II – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level III – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2015.

Subsequent Events

In preparing these financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through December 9, 2015, the date the financial statements were available to be issued.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party

The Organizations record beneficial interest in the net assets of Ascentria, a related party, for funds being held by Ascentria on behalf of the Organizations.

NOTE 3 RELATED PARTY TRANSACTIONS

The Organizations have entered into the following transactions with related parties:

a) The Organizations are charged annually by Ascentria for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$3,917,000 and \$3,630,000 for the years ended June 30, 2015 and 2014, respectively. These expenses have been included on the statement of activities under the caption "Administrative Costs". In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations.

b) In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$3,590 and \$15,832 for the years ended June 30, 2015 and 2014, respectively.

c) The Organizations rents office space and program vehicles from Ascentria under tenancy at will arrangements. The rent charged to operations for these arrangements amounted to approximately \$45,000 and \$61,000 for the years ended June 30, 2015 and 2014, respectively.

d) During the year ended June 30, 2015, the Organizations received federal funding of \$288,000 that was passed through to Good News Garage - LSS, Inc.

e) Related Party loans that bear no interest and have no fixed repayment terms, are as follows:

	2015	2014
Due from Related Parties:		
Ascentria Care Alliance, Inc.	\$ 300,640	\$ 182,559
LCS Creative Living, Inc.	23,327	2,677
Lutheran Housing Corporation - Brockton, Inc.	78	703
Lutheran Home of Southbury, Inc.	-	40,722
Luther Ridge at Middletown, Inc.	3,550	3,506
Lutheran Assisted Living in Middletown	22	-
Total	<u>\$ 327,617</u>	<u>\$ 230,167</u>
Due to Related Parties:		
Ascentria Care Alliance, Inc.	\$ -	\$ 322,994
Good News Garage - LSS, Inc.	-	70,344
Total	<u>\$ -</u>	<u>\$ 393,338</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by Ascentria. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. Pension costs charged to operations and contributions to the plan amounted to \$-0- for each of the years ended June 30, 2015 and 2014.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2015 and 2014:

	2015	2014
Accounts Receivable - Program Services	\$ 3,872,897	\$ 3,603,843
Less: Allowance for Doubtful Accounts	(32,950)	(60,111)
Accounts Receivable, Net	<u>\$ 3,839,947</u>	<u>\$ 3,543,732</u>

NOTE 6 CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Organizations to concentrations of credit risk consist principally of the following:

Cash and Cash Equivalents

The Organizations maintain cash and cash equivalent balances in several federally insured financial institutions in the same geographic area as well as a money market fund. During the year there may be times when uninsured cash is significantly higher and exceeds federally insured limits.

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states through which funding was received include Massachusetts, New Hampshire and Maine. Approximately 90% of the Organizations revenue was received from state and federal agencies directly or via pass through for the year ended June 30, 2015.

Due from Related Parties

The Organizations extend unsecured credit to a related party. The balance due from related parties totaled \$327,617 at June 30, 2015.

Beneficial Interest in Net Assets of Related Party

The Organizations unsecured gifts, held by a related party, amounted to \$599,095 at June 30, 2015.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$3,839,947 at June 30, 2015.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 7 PROPERTY AND EQUIPMENT

The useful lives of property and equipment for purposes of computing depreciation are:

Building, Building Improvements and Leasehold Improvements	5 - 40 Years
Equipment, Furniture and Fixtures and Vehicles	3 - 10 Years
Equipment under Capital Lease	3 - 5 Years
Computer Equipment and Software	3 Years

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$156,022 and \$207,921 for the years ended June 30, 2015 and 2014, respectively.

During April 2014, ACS deemed building assets with net book value of approximately \$350,000 to be held for sale, at this time depreciation on these assets ceased. See Note 1 for additional details.

During September 2013, ACS deemed building assets with a net book value of approximately \$69,000 to be held for sale, at this time depreciation on these assets ceased. On December 20, 2013, the assets were sold and ACS recognized a gain on disposal. The gain of approximately \$147,000 is reflected under the caption "gain on sale of property and equipment" on the statement of activities for the year ended June 30, 2014.

During January 2015, the Organization experienced fire and water damage at one of their leased facilities resulting in severe damages to the property. The loss incurred on the leased property of approximately \$245,500 is listed under the caption "loss on destruction of property" on the statement of activities for the year ended June 30, 2015.

NOTE 8 MAINE MEDICAID LIABILITY

ACS provides services for Medicaid eligible individuals under terms of costs based contracts with the State of Maine. Accordingly, ACS provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the State of Maine accepts the cost report. The amount of the estimated liability was approximately \$318,000 and \$256,000 at June 30, 2015 and 2014, respectively. Adjustments to these estimates are reflected on the statement of activities under the caption "public sources" to the extent not previously recorded in the year the final settlement information becomes available to management.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 9 CONTRIBUTED LEASED PROPERTY

ACS ("lessee") entered into a lease agreement to lease a building. The lease is for a period of five years with an annual rent of \$1 payable to lessor each year.

Management has determined that the annual rental payments are below market value and therefore have recorded the fair value of the lease in the financial statements. The valuation of the lease is based on the lesser of the net present value of market rate rent payments or the fair market value of the building at the lease inception date, at that time, was estimated to be \$69,000. Management concluded that the fair value of the building was the lesser of the two valuation methods and consequently valued the market rate lease at \$69,000 at the lease inception date. The fair value of the lease is being amortized on a straight-line basis over the term of the lease. The unamortized fair value of the lease amounted to \$27,900 and \$41,700 as of June 30, 2015 and 2014, respectively, and is reported in the caption "building" in the statement of financial position.

NOTE 10 LONG TERM DEBT

The Organizations are liable on long-term debt at June 30, 2015 and 2014 as follows:

<u>Description</u>	<u>2015</u>	<u>2014</u>
<u>Note Payable</u>		
Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is the 30 year treasury bill rate plus 2 1/2% adjusted annually (7.10% at June 30, 2015 and 2014).	\$ 305,798	\$ 313,702
<u>Mortgages</u>		
Mortgage payable to TD Bank. In December 2014, the mortgage was extended and now matures on December 17, 2017. The monthly payments of principal and interest before and after the extension were \$3,558 and \$2,512, respectively. The interest rate before and after the extension was 5.0% and 4.23%, respectively. The mortgage is secured by all business assets.	325,414	358,410
Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by ACS at two locations, and guaranteed by Ascentria, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670.	317,080	328,340

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 10 LONG TERM DEBT (CONTINUED)

<u>Description (Continued)</u>	<u>2015</u>	<u>2014</u>
<u>Capital Lease Obligations</u>		
ACS is obligated under various capital lease agreements for equipment and motor vehicles, expiring in 2016, with a combined monthly payment of approximately \$2,200 with interest rates ranging from approximately 4% to 8%.		
Total	2,734	22,333
	<u>951,026</u>	<u>1,022,785</u>
Less: Current Maturities	(37,707)	(397,521)
Long-Term Debt, Net	<u>\$ 913,319</u>	<u>\$ 625,264</u>

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Current Maturities</u>
2016	\$ 37,707
2017	37,105
2018	312,364
2019	22,674
2020	24,297

Interest charged to operations for the above long-term debt amounted to \$58,655 and \$66,364 for the years ended June 30, 2015 and 2014, respectively.

NOTE 11 DUE TO THIRD PARTY

The Organizations are reflecting an estimated liability in the amount of approximately \$43,000 at both June 30, 2015 and 2014. This amount is due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 12 OPERATING LEASES

The Organizations lease land, buildings, equipment and motor vehicles under various operating lease agreements with terms of one to five years. Total rent and related expenses amounted to approximately \$781,000 and \$950,000 for the years ended June 30, 2015 and 2014, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2016	\$ 399,296
2017	305,271
2018	216,425
2019	29,484
2020	-
Total	<u>\$ 950,476</u>

NOTE 13 CONTINGENCIES

A significant portion of the Organizations' net revenues and accounts receivable are derived from services reimbursable under Medicaid programs. There are numerous healthcare reform proposals being considered on federal and state levels. The Organizations cannot predict at this time whether any of these proposals will be adopted or, if adopted and implemented, what effect such proposals would have on the Organizations.

A significant portion of the Organizations' revenues are derived from services reimbursable under Medicaid programs. The base year costs utilized in calculating the Medicaid rates are subject to audit which could result in a retroactive rate adjustment for all years in which that cost base was used in calculating the rates. It is not possible at this time to determine whether the Organizations will be audited or if a retroactive rate adjustment would result.

ACS and Ascentria have entered into an equity sharing agreement related to one property transferred from Ascentria to the ACS on July 1, 2001. The agreement states that if the properties are sold or leased to a third party, approximately 40% of the proceeds will become payable to Ascentria. Such payment represents the excess of fair value of the properties transferred over their net book value as of July 1, 2001. A significant portion of the Organizations' revenues are derived from state and federal government funding. Due to current economic conditions it is possible that funding from these sources could be reduced in the near term. The Organizations cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organizations.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 13 CONTINGENCIES (CONTINUED)

ACS was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on ACS's loss experience. In addition, ACS accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. ACS's policy contained a loss limitation provision of \$250,000 per incident. As of June 30, 2015 there is an open asserted claim outstanding. There are potential additional costs related to this claim for which management cannot estimate, thus no provision has been recorded. The maximum amount of the additional claims considering the loss limitation is \$120,000. Management is unaware of any additional unasserted claims as of June 30, 2015, thus any financial impact related to such claims cannot be determined at this time.

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance \$1,600,000 and \$1,540,000 as of June 30, 2015 and 2014, respectively.

NOTE 14 FAIR VALUE MEASUREMENT

The Organizations use fair value measurements to record fair value adjustments to certain assets and liabilities to determine fair value disclosures. For additional information on how the Organizations measure fair value refer to Note 1 – Organization and Summary of Significant Accounting Policies.

The following tables present the Organizations fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2015 and 2014, respectively:

2015				
	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Net Assets of Related Party				
Cash Equivalents	\$ 599,095	\$ -	\$ -	\$ 599,095
Total	<u>\$ 599,095</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 599,095</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 14 FAIR VALUE MEASUREMENT (CONTINUED)

	2014		
	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2
			Significant Unobservable Inputs Level 3
Beneficial Interest in Net Assets of Related Party			
Cash Equivalents	\$ 583,758	\$ -	\$ -
Total	\$ 583,758	\$ -	\$ -

The following table provides a summary of changes in fair value of the Organization's Level 3 financial assets for the years ended June 30, 2015 and 2014, respectively:

Balance at July 1, 2013	\$ 619,241
Utilization of Funds	(35,483)
Balance at July 1, 2014	\$ 583,758
Income	15,337
Balance at June 30, 2015	\$ 599,095

Since these funds are held by a third party that pools the Organization's interest with other related organization's assets, management has determined that the inputs are unobservable and therefore valued using a level 3 methodology.

The following table presents the Organization's fair value hierarchy for those assets measured at fair value on a nonrecurring basis as of June 30, 2014:

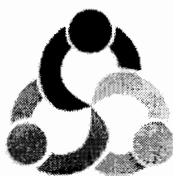
	2014		
	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2
			Significant Unobservable Inputs Level 3
Assets Held for Sale	\$ 349,500	\$ -	\$ -
Total	\$ 349,500	\$ -	\$ -

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 14 FAIR VALUE MEASUREMENT (CONTINUED)

The following table presents changes in assets measured at fair value using Level 3 inputs on a non-recurring basis for the year ended of June 30, 2014.

	Assets Held for Sale
July 1, 2013 - Value	\$ 425,000
Depreciation Expense	(6,637)
Asset Impairment Charge	(68,863)
June 30, 2014 - Value	<u>\$ 349,500</u>



Ascentria
CARE ALLIANCE
Ascentria Community Services, Inc.
Board of Directors
2016 - 2017

William Mayo, Chair

Michael Balinskas, Vice Chair

Jeff Kinney

Garth Greimann

Karen Gaylin

Angela Bovill

Corporate Officers:

President	Angela Bovill
Treasurer	Nick Russo
Executive VP	Lisa Cohen
Executive VP	Dana Ramish
Executive VP	Tim Johnstone
Clerk	Alana Geary

KELSEY FORBES

EXPERIENCE

Education Liaison- May 2016- Present

Ascentria Care Alliance, Services for New Americans, Concord New Hampshire

Facilitate cross cultural communication between school, home, and various health and social service organizations.
Assess students for issues related to social adjustment and/or other mental health diagnosis and will make referrals to appropriate service agencies.
Develop and monitor summer programming for students.

Student Activities Leader - March 2008 - March 2016

Belle Vue Boys' School (renamed Beckfoot Upper Heaton Academy,) Bradford, United Kingdom.

Planned, delivered and evaluated all extra-curricular educational and enrichment activities for an inner city UK high school with a predominantly Pakistani Muslim and Eastern European immigrant population. Independently developed and delivered a wide range of activities in response to specific interests of the students. Organized whole school activity week each year for students of all backgrounds.

- Ran a tutor group for Special Education seniors to help to keep them on track academically.

- Worked closely with ESL parents to engage them in school culture and local community through coffee mornings and "Dads and Lads" activities

- Wrote grants, planned and delivered after-school programs designed to boost attendance and attainment in school.

Volunteering Project Manager - September 2006 - March 2008

World Wide Volunteering, Leeds, United Kingdom

A national charity promoting both domestic and international volunteering to high school students and providing support throughout the process.

- Developed enrichment program in religiously conservative Muslim school to expose young female students to the value and options of volunteer service. Assisted students through the application process.

- Delivered presentations to groups students ranging from 5-500

- Maintained accurate for reports to headquarters, schools and funders

Assistant Director- April - August 2006

Girl's Inc. Rochester, NH

Helped manage a highly active girl empowerment program for after school program for 30-40 girls aged 5-15.

- Created a successful Counselor in Training program to provide the older girls with more responsibility.

- Planned a creative timetable of activities for a busy summer camp program.

- Recruited and trained volunteers, as well as monitoring their progress and development.

- Maintained confidential records.

Volunteer Coordinator/ Program Staff- September 2002 - August 2006

Girl's Inc. Manchester, NH

Managed the Girl's Inc./Saint Anselm College partnership connecting college students with girls aged 5-15. Later became paid staff.

- Recruited, placed and supported 20-30 college students to support educational, recreational and enrichment programs

- Helped create opportunities to match student coursework with service activity

- Ran programs including;

 - Cents and Sensibility: Money management and the economy.

 - Cover Girl: Explored exploitation of women in the media and issue of body image

 - Public Achievement: A youth democratic action program

EDUCATION AND QUALIFICATIONS

Bachelor of Arts, Criminal Justice

Saint Anselm College, Manchester, New Hampshire, USA

- Courses included: Juvenile Justice, Sociology, Minority Majority Relations, Psychology, Criminal Law

Shirley Woodward, JD, MPH

EXPERIENCE

Ascentria Care Alliance. Concord, NH.

Program Manager, Services for New Americans

November 2013-present

- Oversee refugee resettlement services including casework, employment, cultural orientation, English Language classes, education, volunteer support and community outreach.
- Supervise 15-person team; responsible for workflow, training and personnel issues.
- Represent the organization and advocate for refugees in external meetings.

U.S. Department of State. Washington, DC.

Program Officer, Population, Refugees, and Migration

September 2010-November 2013

Presidential Management Fellow

September 2008-September 2010

- Responsible for \$260 million in humanitarian assistance for displaced Iraqis with team.
- Reviewed proposals, provide technical input, and negotiate objectives, indicators and budget with international organizations and NGOs.
- Wrote strategy documents, talking points and other reports on Iraqi displacement, returns and reintegration.
- Conducted field visits to monitor and evaluate programs and set programmatic and policy priorities.
- Liaised with advocacy groups, NGOs, United Nations agencies and U.S. government agencies.
- Reported on displacement and human rights during 4 month detail at Embassy Colombo, Sri Lanka.
- Researched United Nations (UN) legal issues including women, peace and security, due process in sanctions regimes, peacekeeping missions, commissions of inquiry and the role of regional organizations within the UN system during 3 month detail to the Office of the Legal Advisor.

United Nations High Commissioner for Refugees. Nairobi, Kenya.

Resettlement Intern

May-July 2007

- Performed legal research, analysis, and writing for refugee resettlement claims.

International Rescue Committee. North and South Kivu, Democratic Republic of Congo.

Gender-based Violence (GBV) Umbrella Grant Program Coordinator

February-July 2005

- Oversaw selection of Congolese community organizations for financial and technical support through a competitive call-for-proposals process.
- Provided formal and on-site training for community organizations on provision of quality GBV services, and organizational and financial management.

Save the Children/UK. Darfur, Sudan.

Gender-based Violence (GBV) Advisor

November-December 2004

- Led integration of GBV prevention and response into Protection and Health programs in camps.

American Refugee Committee. Sierra Leone and Guinea, West Africa.

Gender-based Violence (GBV) Study Coordinator, Sierra Leone

September-October 2004

- Coordinated follow-up study on GBV survivors who repatriated from Guinea to Sierra Leone.
- Developed questionnaire, recruited and trained surveyors, oversaw data collection, analyzed data and wrote report on results and program recommendations for improved protection during repatriation.

Gender-based Violence (GBV) Program Coordinator, Guinea

July 2002-June 2004

- Managed support, follow-up and referrals for GBV survivors and sex workers in 3 refugee camps.
- Oversaw provision of psychosocial counseling, healthcare, and vocational training for survivors.
- Organized trainings and awareness campaigns on GBV and sexual exploitation for security forces, health care personnel, NGO workers, local leaders and camp community members.
- Conducted baseline survey on legal aspects of GBV in camps in preparation for a Legal Clinic for refugee women. Designed questionnaire, supervised data collection, analyzed data, wrote report.
- Coordinated with camp committee, local authorities, NGOs and the United Nations.
- Recruited, hired, trained and supervised team of 50 national and refugee staff.

U.S. Peace Corps. Guinea, West Africa.

Health/Community Development Volunteer

June 1997-August 1999

- Partnered with community on health education, construction of springs and girls' leadership initiatives.

EDUCATION AND PROFESSIONAL AFFILIATION

Washington College of Law. American University. Washington, DC.

JD *magna cum laude*, Order of the Coif, May 2008.

- *Public Interest/Public Service Scholar.* A three-year, full-tuition scholarship granted on the basis of academic excellence and dedication to public service.
- *American University Law Review*, Senior Staff Member.

Bloomberg School of Public Health. Johns Hopkins University. Baltimore, MD.

MPH, May 2002.

Brown University. Providence, RI.

AB with honors in Public Policy. May 1997.

- \$2,500 Krieger Prize for outstanding senior thesis on a Latino community health worker program.

Admitted to the Bar of the Commonwealth of Massachusetts

LANGUAGE

Proficient in French.

PUBLICATIONS

Woodward, Shirley. *Safe Passage. Repatriation and Reintegration: A follow-up study on Guinea ARC/CSI beneficiaries who repatriated to Sierra Leone.* Sierra Leone. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). November, 2004.

Woodward, Shirley. *ARC Community Safety Initiative Gender-based Violence Program in Guinea, West Africa: A Manual.* American Refugee Committee. August, 2004.

Woodward, Shirley, Dia, Seynabou, Barry, Aliou. *Legal Aspects of Violence against Refugee Women in Kissidougou Town and Albadaria camps: A KAP survey.* Guinea. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). March, 2004.

Amy E. Marchildon

EXPERIENCE

Ascentria Care Alliance. Concord, NH

Director, Services for New Americans. October 2007 – Present

- Oversee Refugee Resettlement Program and Health Profession Opportunity Project—a workforce development program.

Senior Program Manager. August 2005 – September 2007

- Supervised day-to-day operations of Refugee Program.

Case Manager/Match Grant Coordinator. September 2002-August 2005

- Coordinated core services and employment activities for refugees in compliance with Federal and State contracts.

Refugee Services of North Texas. Ft. Worth, TX

Director. January 2001 – July 2002

- Coordinated resettlement activities and supervised staff.
- Advocated for refugees at local and national levels.

Match Grant Coordinator. September 1999-December 2000

- Supervised employment program.
- Generated cash and in-kind donations.
- Developed system of documentation for program.

Immigration and Refugee Services of America. Ft. Dix, NJ

Caseworker. May – July 1999

- Registered newly arrived Kosovar refugees in Ft. Dix army base, NJ.
- Interviewed refugees and prepared cases for USCIS screening.
- Prepared travel packets for International Organization of Migration.

Austin Metropolitan Ministries. Austin, TX

Refugee Resettlement Case Manager. September 1996-May 1999

- Coordinated resettlement activities for newly arrived refugees.
- Prepared case status and financial reports.
- Recruited and coordinated volunteers.

Match Grant Coordinator. January 1998-May 1999

- Presented program objectives to church and community groups.
- Raised cash and in-kind donations.
- Prepared enrollment and case status reports.

Community Service Corps Volunteer Program. Syracuse, NY

Refugee Resettlement Caseworker. August 1994-August 1995

- Coordinated resettlement activities.
- Prepared case status and financial reports.

House Manager-Dorothy Day House. August 1994-August 1995

- Directed child day care program.

EDUCATION

Colby College. Waterville, ME

B.A. in Art History and Classics. Minor in Religion. 1994

ASSOCIATIONS

Association for Refugee Service Professionals. Member since 2010

VOLUNTEER

Zonta Club of Concord, NH Member since 2009

President, June 2014 – May 2016 / Board of Directors, 2010 to date

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Ascentria Community Services, Inc

Name of Contract: Refugee School Impact Contract

BUDGET PERIOD		SFY 17 (8/24/16 - 6/30/17)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Kelsey Forbes	Education Liaison	\$29,250	90.00%	\$26,325.00
Shirley Woodward	Program Manager	\$39,000	0.00%	\$0.00
Amy Marchildon	Director	\$48,750	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$26,325.00

BUDGET PERIOD		SFY 18 (7/1/17 - 6/30/17)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Kelsey Forbes	Education Liaison	\$9,750	90.00%	\$8,775.00
Shirley Woodward	Program Manager	\$13,000	0.00%	\$0.00
Amy Marchildon	Director	\$16,250	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$8,775.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
OFFICE OF MINORITY HEALTH & REFUGEE AFFAIRS

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857
603-271-3986 1-800-852-3345 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C APPROVED:

Date: 10/29/14

Item # 9

August 6, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into agreements with the vendors listed below, to provide educational support and school-related social services to New Hampshire refugee students in an amount not to exceed \$300,000, effective upon the date of Governor and Executive Council Approval, through August 14, 2016.

100% Federal Funds

These contracts are contingent upon the receipt of Federal Refugee School Impact Grant funds. Funds are available in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Years 2016 and 2017 with the ability to adjust encumbrances between State Fiscal Years and within the budget lines of the contract without Governor and Executive Council approval.

Vendor Name	Vendor #	Service Location	Amount
International Institute of Boston, Inc.	177551,B001	1850 Elm Street Manchester, NH 03104	\$150,000
Ascentria Community Services, Inc.	222201,B001	261 Sheep-Davis Road, Concord, NH 03301	\$150,000

05-095-042-4220010-79220000-500731 HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES

Please see attachment for fiscal detail.

Explanation

The purpose of these contracts is to improve academic and social adjustment outcomes for refugee students resettled between 2014 and 2016 in the Cities of Concord and Manchester. Only those cities impacted by refugee resettlement were considered for funding. This contract will provide comprehensive family strengthening services with emphasis on academic support and leadership development for students and parent orientation to school and community. To implement these objectives, the contractors will interface with frontline teachers and after-school program staff to develop programming to increase student achievement; create and facilitate culturally responsive venues for ongoing orientation to American schools, community systems and resources; and respond to the behavioral health needs of students and parents with direct interventions or referrals.

Project staff will coordinate resources, evaluate goals and adapt the scope of work to reflect changes in student profiles, school or community priorities. The vendors will collect data relative to graduation rates, leadership development and the academic progress of the target refugee student population.

Measures being monitored for these contracts include:

- Graduation rates for participants;
- Participation rate in student leadership activities;
- College enrollment rates;
- Grade advancement rates;
- Demonstrated understanding of American school culture and community resources by parent participants.

Performance will be monitored through semi-annual and final reports of outcomes as defined in the Scope of Services.

The vendors were selected to perform the requested services through a competitive bid process. The Request for Proposals was released on the Department of Health and Human Service's web site on May 8, 2014. Two bidders submitted proposals. An evaluation team from the Department of Health and Human Services personnel reviewed and evaluated the proposals based on the evaluation criteria specified in the Request for Proposal. The Department has detailed specific core activities in the contract from which the effectiveness of the contractor will be measured.

Both vendors have a proven track record of effectively serving refugees. In past grants, they have consistently demonstrated excellent program and case management strategies to achieve identified objectives.

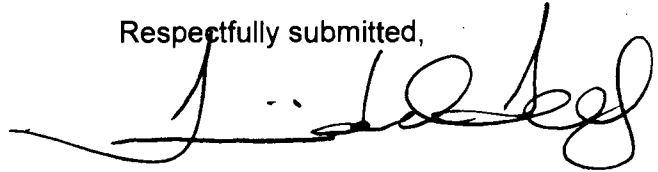
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 6, 2014

Area Served: Concord and Manchester

Source: 100% Federal Funds

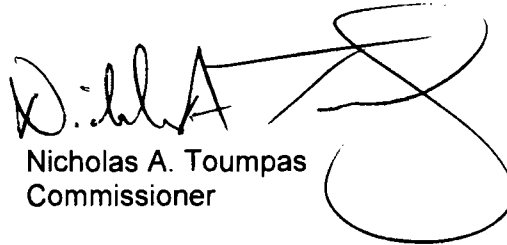
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Trinidad Tellez, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 6, 2014

Internation Institute of Boston, Inc.

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	102-500731	42200011	Contracts for Program Services	\$50,000
2016	102-500731	42200011	Contracts for Program Services	\$75,000
2017	102-500731	42200011	Contracts for Program Services	\$25,000
			Total	\$150,000

Ascentria Community services, Inc.

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	102-500731	42200011	Contracts for Program Services	\$50,000
2016	102-500731	42200011	Contracts for Program Services	\$75,000
2017	102-500731	42200011	Contracts for Program Services	\$25,000
			Total	\$150,000

Program Name School Impact
Contract Purpose Improve academic achievement for school-aged refugee students
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	LSS, Concord, NH	IIB, Manchester, NH	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St
Experience and Capacity	20	19.67	18.83	0.00	0.00	0.00	0.00	0.00	0.00
Need & Target Population	15	14.00	13.33	0.00	0.00	0.00	0.00	0.00	0.00
Approach	30	27.67	27.67	0.00	0.00	0.00	0.00	0.00	0.00
Collaboration/Partnerships	5	4.33	4.50	0.00	0.00	0.00	0.00	0.00	0.00
Outcomes	20	19.33	19.00	0.00	0.00	0.00	0.00	0.00	0.00
Budget	10	6.75	10.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL POINTS	100	91.75	93.33	0.00	0.00	0.00	0.00	0.00	0.00

BUDGET REQUEST	Year 01								
	Year 02								
	Year 03								
	Year 04								
TOTAL BUDGET REQUEST		200,000.00	204,779.97	-	-	-	-	-	-
BUDGET AWARDED	Year 01								
	Year 02								
	Year 03								
	Year 04								
TOTAL BUDGET AWARDED		200,000.00	200,000.00	-	-	-	-	-	-

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1	Brandon Anderson		Refugee Program Specialist	OMHRA	
2	Amy Grogan		Coordinator	OMHRA	
3	Effie Malley		Director	New Futures	
4					
5					
6					
7					
8					
9					
10					

Subject:

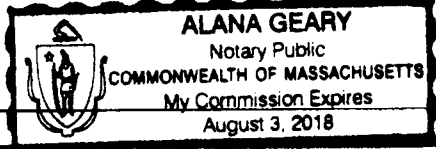
Ascentria Community Services, Inc. --Refugee School Impact

FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 97 Pleasant Street, Thayer Building, Concord, NH 03301	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 261 Sheep-Davis Road, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-8111	1.6 Account Number 010-042-79220000 42200011	1.7 Completion Date August 14, 2016	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Barbara Seebart, Refugee Coordinator		1.10 State Agency Telephone Number 603-271-6361	
1.11 Contractor Signature Dana Ramish		1.12 Name and Title of Contractor Signatory Dana Ramish, Chief Operating Officer	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Worcester</u> On <u>10/7/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Alana Geary</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Alana Geary, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory <i>Trinidad Tellez, Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> <i>Meghan A. Yaph</i> - Attorney On: <i>10/10/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Ascentria Community Services, Inc.

EXHIBIT A

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Refugee School Impact Grant. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Refugee School Impact Grant.
- 1.2 Continued funding of the Contract for Budget Year 2 will be subject to the conditions of Exhibit A, Section 1.1, and the State's receipt of federal funds.

2. SCOPE OF SERVICES

Under this contract, Ascentria Community Services, Inc. will provide culturally appropriate social services to students and families in the Concord School District with the expectation of developing new pathways to refugee family strength and student achievement. This Agreement consists of the following documents: Exhibits A, B, C, C1, D, E, F G, H, I and J which are all incorporated herein by reference as if fully set forth herein.

The Contractor shall perform the following services each year of the contract, which include, but are not limited to the following:

- 2.1 Make initial contact with refugee students and establish Refugee Status through I-94 verification for 100% of new arrivals in target population; participate in consultation and planning for new arrivals.
- 2.2 Facilitate home visits, conferences and academic support to assist 100 families in resolving social or academic, school-related problems.
- 2.3 Refer 100-150 students or parents to appropriate medical and social support services.
- 2.4 Schedule and facilitate student/teacher conferences for 100% of parents in target population who are in need of this support.
- 2.5 Develop supplemental academic support through direct in-classroom support and afterschool activities for 100 students.
- 2.6 Create and facilitate culturally responsive venues for ongoing orientation to American school culture, community systems and resources for 100 families.

Contractor Initials DWR
Date 10 7.14

- 2.7 Provide direct interventions or referrals to 100% of students and parents in the target population who are in need of this service.
- 2.8 Collect data relative to refugee student leadership development, academic progress, graduation and college enrollment.
- 2.9 Maintain graduation rates achieved in first year of grant of 80%-90% for target population.
- 2.10 Maintain college enrollment rates achieved in previous year of grant of 80%-90% for target population.
- 2.11 Demonstrate participation in student leadership activities for 80%-90% of target populations.
- 2.12 The contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their program and/or services, within 10 days of the contract effective date.

3. Reporting

- 3.1 Submit two semi-annual reports and a final program report, as prescribed by the grantor, the federal Office of Refugee Resettlement, to the New Hampshire Office of Minority Health and Refugee Affairs.

Contractor Initials DMD
Date 10.7.14

Ascentria Community Services, Inc.

EXHIBIT B

Method and Conditions Precedent to Payment

The Contractor shall provide the services in Exhibit A in compliance with funding requirements of CDFA Title #93.566, the Refugee and Entrant Assistance State Administered Programs – School Impact Grant, Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor Pursuant to Exhibit A, Scope of Services.

1. Funding is split uniformly between the contract budget years.
2. Funding is contingent upon Exhibit A, Conditional Nature of Agreement.
3. For the purpose of this contract Budget Years are defined as:
Budget Year 1: Receipt of Grant Award through August 14, 2015
Budget Year 2: August 15, 2015 through August 14, 2016
4. Reimbursements for services provided shall be made by the State on a monthly basis upon receipt and review of monthly expenditure reports submitted by Ascentria Community Services, Inc. to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall include, at a minimum, the line items as outlined in the approved budget. Monthly expenditure reports shall be submitted no later than 30 days after the close of the month.
5. Payments will be made by DHHS within 60 days of receipt of conforming invoice. Final invoices must be submitted by September 15, 2016.

Contractor Initials DWZ
Date 10-7-14



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

DWR

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

DWR

10-7-14

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

Contractor Initials AWR
Date 10-1-14

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence.

4. Notwithstanding paragraph 18 of the P-37, an amendment to adjust amounts within the price limitation can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

Contractor Initials Dur
Date 10-7-14

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Project Name: Ascentria Community Services, Inc.

Budget Request for: Refugee School Impact Program RFP# 15-DHHS-OHS-OMHRA-02

Budget Period: Federal Budget period 8/15/15 - 8/14/16

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 45,808	\$ -	\$ 45,808	\$ -	\$ -	\$ -	\$ 45,808	\$ -	\$ 45,808
2. Employee Benefits	\$ 10,307	\$ -	\$ 10,307	\$ -	\$ -	\$ -	\$ 10,307	\$ -	\$ 10,307
3. Consultants	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 439	\$ -	\$ 439	\$ -	\$ -	\$ -	\$ 439	\$ -	\$ 439
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 650	\$ -	\$ 650	\$ -	\$ -	\$ -	\$ 650	\$ -	\$ 650
6. Travel	\$ 3,000	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000
7. Occupancy	\$ 2,296	\$ -	\$ 2,296	\$ -	\$ -	\$ -	\$ 2,296	\$ -	\$ 2,296
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 710	\$ -	\$ 710	\$ -	\$ -	\$ -	\$ 710	\$ -	\$ 710
Postage	\$ 235	\$ -	\$ 235	\$ -	\$ -	\$ -	\$ 235	\$ -	\$ 235
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 544	\$ -	\$ 544	\$ -	\$ -	\$ -	\$ 544	\$ -	\$ 544
Insurance	\$ 1,032	\$ -	\$ 1,032	\$ -	\$ -	\$ -	\$ 1,032	\$ -	\$ 1,032
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 125	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ 125
12. Subcontractors/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ 299	\$ -	\$ 299	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ 9,354	\$ 9,354	\$ -	\$ -	\$ -	\$ -	\$ 9,354	\$ 9,354
TOTAL	\$ 65,646	\$ 9,354	\$ 75,000	\$ -	\$ -	\$ -	\$ 65,646	\$ 9,354	\$ 75,000

Indirect As a Percent of Direct

14.25%

DML

Initials

10.7.14

Date